

Panaji, 4th September, 2014 (Bhadra 13, 1936)

SERIES II No. 23

OFFICIAL GAZETTE

GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

GOVERNMENT OF GOA**Department of Agriculture****Directorate of Agriculture****Order**

No. 8/31/2014-15/D.Agr/140

Government is pleased to depute Shri Nelson Figueiredo, Dy. Director of Agriculture against the vacant post of Managing Director at Goa State Horticulture Corporation Ltd. in the pay scale of PB-III ` 15,600-39,100+` 7,600 Grade Pay with immediate effect. His deputation against the post of General Manager shall stand curtailed from the date he assumes his charge of Managing Director.

The deputation of Shri Nelson Figueiredo against the post of Managing Director, shall initially be for a period of two years with effect from the date of taking over the charge and shall be governed by standard terms of deputation as contained in the OM No. 13/4/74-PER dated 12-02-1999 and amended from time to time.

This is issued with concurrence of Government.

By order and in the name of the Governor of Goa.

Orlando Rodrigues, Director & ex officio Jt. Secretary (Agriculture).

Tonca-Caranzalem, 20th August, 2014.

Department of Animal Husbandry**Directorate of Animal Husbandry & Veterinary Services****Order**

No. 14-9-AH/GSABAW/2014-15/2562

In pursuance to the directives of the Hon'ble Supreme Court of India in Writ Petition Civil

No. (S) 440 of 2000, directing the States to constitute the Animal Welfare Board, the Government of Goa is pleased to constitute the Animal Welfare Board for the State of Goa consisting of the following members:

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|---|-----------------|
| 1. Minister for Animal Husbandry | ... Chairman. |
| 2. Chief Secretary to Government | ... Member. |
| 3. Chairman, AWBI [or his representative with approval of Government] | ... Member. |
| 4. Secretary (AH) | ... Member. |
| 5. Principle Chief Conservator of Forest | ... Member. |
| 6. Director General of Police | ... Member. |
| 7. Director of Panchayats | ... Member. |
| 8. Director of Municipal Administration | ... Member. |
| 9. Director of Fisheries | ... Member. |
| 10. Representative of PFA | ... Member. |
| 11. Representative of Goa Animal Welfare Trust | ... Member. |
| 12. Representative of IAR Centre, Assagao | ... Member. |
| 13. Representative of Goa S.P.C.A, Torda | ... Member. |
| 14. Representative of PAWS, Panaji | ... Member. |
| 15. Representative of SPCA (North) | ... Member. |
| 16. Representative of SPCA (South) | ... Member. |
| 17. Representative of Green, Cross | ... Member. |
| 18. Representative of A.V. Jaishriram Gosanvardhan Kendra (Govansh Raksha Abiyan), Nanus-Satari | ... Member. |
| 19. Representative of SGWTA, Margao | ... Member. |
| 20. Representative of Dhyan Foundation Quepem, Goa | ... Member. |
| 21. Representative of Dwarkapuri Goseva Ashram, Usgao | ... Member. |
| 22. Director, AH & VS (Convenor) | ... Ex officio. |

1) The functions of the Board shall be:-

- a) To advise the State Government on legislation related to the Prevention of Cruelty to Animals Act, 1960 and rules made thereunder, specifically the Prevention of Cruelty to Draught and Pack Animals Rules, 1965, Licensing and Farriers Rules, 1965, the Performing of Animals Rules, 1973, the Transportation of Animals Rules, 1978, Application of Fines Rules, 1978, Registration of Cattle Premises 1978, The Capture of Animals Rules, 1972, Animal Birth Control (Dogs) Rules, 2001.
 - b) On measures to prevent unnecessary pain or suffering to animals generally & more particularly when they are being transported from one place to another or when they are used as performing animals or when they kept in captivity or confinement.
 - c) To ensure that the provision for the Prevention of Cruelty to Animals as in force in India are implemented by the Government properly giving special emphasis to amended provisions under sub-section (1) of Section 38 of the Prevention of Cruelty to Animals Act, 1960, published in Official Gazette of Government of Goa Series I No. 7 dated 16-05-2002 and to undertake study of problems if any faced for effective implementation of such law from time to time.
 - d) To ensure that the slaughter houses follow the rules laid down in the Slaughter House Rules, 2001, made under the Prevention of Cruelty to Animals Act, 1960.
 - e) To advise the Central Government in framing rules under the Prevention of Cruelty to Animals Act, 1960 (59 of 1960), with a view to preventing unnecessary pain or suffering to animals generally and more particularly when they are being transported from one place to another or when they are used as performing animals or when they are kept in captivity or confinement.
 - f) To advise the Government or any local authority or other person on improvements in the design of vehicles so as to lessen the burden on draught animals, rules made under the Prevention of Cruelty to Animals Act as regards the transport of animals.
 - g) To encourage the formation or establishment of pinjara poles, rescue homes, animal shelters, sanctuaries and the like where animals and birds may find a shelter when they have become old and useless or when they need protection.
 - h) To take all such steps for amelioration of animals by encouraging the construction of sheds, water troughs and the like and by providing for Veterinary assistance to animals.
 - i) To co-operate with the co-ordinated work of Associations or Bodies established for the purpose of preventing unnecessary pain or suffering to animals or for the protection of animals and birds.
 - j) To encourage the formation of Animal Welfare Organizations in any local area and to guide them in their working.
 - k) To advise the Government on matters relating to the medical care and attention which may be provided in animal hospitals.
 - l) To endeavor to impact education in relation to the human treatment of animals and to encourage the formation of public opinion against the infliction of unnecessary pain or suffering to animals and for the promotion of Animals' Welfare by means of Lectures, Books, Posters, Cinematography Exhibitions and the like.
 - m) To advise the Government on any matters connected with Animal Welfare or the prevention of infliction of unnecessary pain or suffering on animals.
 - n) To release regular grants from the Animal Welfare Board of India or from the Government to the NGO's in an organized manner.
 - o) To oversee and advise on the work done by the State Level Committee in respect to the Animal Birth Control Programme.
 - p) To oversee the work done by the Society for Prevention of Cruelty to Animals (SPCA) in both the districts.
 - q) As an Appellate Authority to the decisions/ orders of the SPCA's in both the districts in the State and other Authorities that may be appointed from time to time by the Government to deal in matters related to the Prevention of Cruelty to Animals Act, 1960.
2. The Goa State Animal Welfare Board will meet at least twice in a year and form its own regulations regarding conduct of meetings etc.

3. The funds of the Goa State Animal Welfare Board shall consist of grants from Government, contributions, donations, subscriptions, bequest, gifts and the like, made to it by any local authority or institution or by any other person/Organization/Agency.

4. The term of the Goa State Animal Welfare Board is proposed to be for a period of 3 years from the date of issue of the Notification.

5. The term of office of the ex officio Member shall continue as long as he holds the office by virtue of which he is a member.

6. The Government may, at any time, remove, for reasons to be recorded in writing, a member from office after giving him/her a reasonable opportunity of showing cause against the proposed removal and any vacancy caused by such removal shall be treated as casual vacancy for the purpose.

7. The non-official members of the Board shall be entitled to TA/DA for attending the Board's Meetings as admissible to Grade I officers of the Government.

8. The Office of the Board shall be temporarily located in the office of the Directorate of Animal Husbandry, Panaji-Goa until such alternative/suitable arrangements are made.

9. The Director of Animal Husbandry, Goa shall provide secretarial assistance to the Board as and when required.

The title of the Board shall be "THE GOA STATE ANIMAL WELFARE BOARD".

This Notification supersedes all the previous notifications issued in this context in the past and comes into force with immediate effect.

By order and in the name of the Governor of Goa.

Dr. B. Braganza, Director & ex officio Jt. Secretary (A.H.).

Panaji, 13th August, 2014.

Order

No. 2/13/95-AH(Part II)/14-15/2644

Ref. 2/13/95-AH(part II)/13-14/4742 dated 15-11-2013.

Government is pleased to extend the ad hoc promotion of Dr. D. R. P. Menezes, Deputy Director (Epidemiology), made vide Government Order No. 2/13/95-AH (part II)/13-14/3685 dated 10-10-2012 for a further period of six months

w.e.f. 12-04-2014 to 11-10-2014 or until such time the post is filled on regular basis, whichever is earlier.

This is issued with the approval of Goa Public Service Commission conveyed vide their letter No. COM/II/11/3(2)/2014/880 dated 19-08-2014.

By order and in the name of the Governor of Goa.

Dr. B. Braganza, Director & ex officio Jt. Secretary (A.H.).

Panaji, 20th August, 2014.

Order

No. 2/13/95-AH(Part)/14-15/2645

Read: No. 2/13/AH/95-AH(part)/13-14/3794 dated 08-10-2013.

Government is pleased to extend the ad hoc promotion of the following Assistant Directors in the Directorate of Animal Husbandry & Veterinary Services for a further period of six months w.e.f. 19-04-2014 to 18-10-2014 or until the posts are filled on regular basis by the Goa Public Service Commission whichever is earlier.

1. Dr. Ramkrishna V. Jog.
2. Dr. (Mrs.) Greta Costa.
3. Dr. Surendra M. Naik.
4. Dr. Gustavo J. F. Pinto.
4. Dr. Rajendra H. Prabhu Gaonkar.

This is issued with the approval of Goa Public Service Commission conveyed vide their letter No. COM/II/11/3(1)/2014/882 dated 19-08-2014.

They shall continue to work in the same place of posting.

By order and in the name of the Governor of Goa.

Dr. B. Braganza, Director & ex officio Jt. Secretary (A.H.).

Panaji, 20th August, 2014.

Order

No. 2/13/95-AH(part)/2014-15/2643

Read: Order No. 2/13/95-AH(part)/4741 dated 15-11-2013.

Order No. 2/13/95-AH(part)/2013-14/6150 dated 03-02-2014.

The ad hoc promotion of the following Officers in the Group 'A', Gazetted post of Assistant Director

made vide order Government Order No. 2/13/95-AH (part)/805 dated 10-05-2012 is hereby extended for a further period of six months w.e.f. 11-05-2014 to 10-11-2014 or till such time the appointment is made on regular basis, whichever is earlier:

1. Dr. Prashant Pai Dhungat, Assistant Director.
2. Dr. Mahadev N. Naik, Assistant Director.

This is issued with the approval of Goa Public Service Commission conveyed vide their letter No. COM/II/11/3(1)/2014/882 dated 19-08-2014.

They shall continue to work in the same place of posting.

By order and in the name of the Governor of Goa.

Dr. B. Braganza, Director & ex officio Jt. Secretary (A.H.).

Panaji, 20th August, 2014.



Department of Education, Art & Culture

Directorate of Education

Order

No. 1(1)-11-2014/Ext.State A./Nat.A/SE/674

Sanction of the Government is hereby conveyed to grant extension for the 2nd year to Smt. Mangala K. Desai, Headmistress of Government High School, Balli, Quepem, Goa under the Directorate of Education for the period w.e.f. 01-09-2014 to 31-08-2015 being a recipient of National Award for teacher as per Rule 88(2) of the School Education Rules, 1986.

Being a recipient of State Award in the category of Teacher Grade-I in the year 2011 extension in service was granted to Smt. Mangala K. Desai, Headmistress beyond her date of superannuation w.e.f. 1-9-2013 to 31-8-2014.

Smt. Mangala K. Desai, Headmistress shall draw her emoluments as per Rules.

The extension in service is subject to termination without assigning any reason at any time during the period of extension.

By order and in the name of the Governor of Goa.

Anil V. Powar, Director (Education).

Porvorim, 16th July, 2014.

Directorate of Technical Education

College Section

Order

No. 16/327/AAK/PF/DTE/2014/1461

Read: Memorandum No. 16/139/Fill-Posts/GEC/DTE/PEIV/727 dated 19-06-2014.

On the recommendations of the Goa Public Service Commission conveyed vide their letter No. COM/I/5/18(4)/2013/512 dated 28-04-2014, Government is pleased to appoint Kum. Ashmita Ashok Kerkar on temporary basis to the post of Assistant Professor in Science and Humanities (Economics) (Group 'A', Gazetted) at Goa College of Engineering, Farmagudi, Ponda-Goa, with initial pay fixed at ` 15,600/- in the Pay Band of ` 15,600-39,100+ Academic Grade Pay of ` 6,000/- w.e.f. from the date of joining as per the terms & conditions contained in the Memorandum cited above.

The appointment is against the post vacated by Mrs. Natasha D'Souza w.e.f. 30-09-2010 created vide order No. 16/1/82/WET/IT dated 27-11-1982 and revived vide order No. 16/250/Creation & Revival of posts of GEC/DTE/10/756 dated 18-06-2013 (Non plan post at Sr. No. 25).

Kum. Ashmita Ashok Kerkar will be on probation for a period of two years.

She should join duties within 30 days of the receipt of this order, failing which this order is liable to be cancelled without further notice.

She has been declared fit by Medical Board, Goa Medical College & Hospital, Bambolim vide letter No. 4/105/85-H/GMC/2014/310 dated 21-07-2014. Her character and antecedents have been verified and nothing adverse is reported against her as conveyed by the Additional District Magistrate, North Goa, Panaji vide letter No. 2/6/2013-MAG/VCA/1915 dated 04-08-2014.

By order and in the name of the Governor of Goa.

Vivek B. Kamat, Director & ex officio Additional Secretary (Technical Education).

Porvorim, 13th August, 2014.

Department of General Administration

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Order

No. 14/8/2001-GAD-III/Part I/2135

Read: Order No. 14/8/2001-GAD-III/Part I dated 11-07-2014.

Consequent upon promotion of Shri Jafrulla Khan, Senior Assistant to the post of Section Officer on ad hoc basis vide Order of even number dated 11-07-2014 and who was awaiting posting, is posted in the Public Health Department (Health Section), Secretariat, Porvorim-Goa with additional charge in the office of Chief Secretary, Secretariat, Porvorim-Goa with immediate effect.

By order and in the name of the Governor of Goa.

Ramakant R. Talkar, Under Secretary (GA).

Porvorim, 19th August, 2014.

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Notification

No. 2/2/2010-GAD-III

In exercise of the powers conferred by the explanation to Section 25 of the Negotiable Instruments Act, 1881 (Act 26 of 1881), read with the Government of India, Ministry of Home Affairs, Notification No. U-11030/2/73-UTL dated 28-06-1973, the Government of Goa hereby declares Sunday, the 24th August, 2014 (Bhadra 02, 1936) as a "Public Holiday" for the Offices situated within the limits of 13—Taleigao Zilla Panchayat Constituency of North Goa District, 14—Dharbandora Zilla Panchayat Constituency of South Goa District and Ward No. VI of Village Panchayat Collem in Dharbandora Taluka being the "Polling day" for the Bye-Elections to the above said Constituencies. The aforesaid holiday shall be a "paid holiday" in addition to the holidays indicated in the Notification No. 2/1/2013-GAD-H dated 02-09-2013, published in the Official Gazette, Series II No. 25 dated 19-09-2013, to the establishments as detailed below:-

- i) industrial workers who are voters of 13—Taleigao Zilla Panchayat Constituency of North Goa District, 14—Dharbandora Zilla Panchayat Constituency of South Goa District and Ward No. VI of Village Panchayat Collem in Dharbandora Taluka.
- ii) daily wage workers of the Government Departments and State Government Industrial Departments who are voters of

13—Taleigao Zilla Panchayat Constituency of North Goa District, 14—Dharbandora Zilla Panchayat Constituency of South Goa District and Ward No. VI of Village Panchayat Collem in Dharbandora Taluka.

- iii) employees of the commercial and industrial workers of private establishment who are voters of 13—Taleigao Zilla Panchayat Constituency of North Goa District, 14—Dharbandora Zilla Panchayat Constituency of South Goa District and Ward No. VI of Village Panchayat Collem in Dharbandora Taluka.
- iv) all private establishments who are voters of 13—Taleigao Zilla Panchayat Constituency of North Goa District, 14—Dharbandora Zilla Panchayat Constituency of South Goa District and Ward No. VI of Village Panchayat Collem in Dharbandora Taluka.
- v) Workers of Semi-Government who are voters of 13—Taleigao Zilla Panchayat Constituency of North Goa District, 14—Dharbandora Zilla Panchayat Constituency of South Goa District and Ward No. VI of Village Panchayat Collem in Dharbandora Taluka.

By order and in the name of the Governor of Goa.

Ramakant R. Talkar, Under Secretary (GA-I).

Porvorim, 22nd August, 2014.

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Department of Home

Home-General Division

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Order

No. 2/59/92-HD(G)/Part File II/2743

Government of Goa in exercise of the powers conferred upon them by sub-section (1) of Section 3 of the Goa Essential Services Maintenance Act, 1988 (Goa Act 20 of 1989) and being satisfied that in the public interest it is necessary so to do, hereby prohibits strike in any form in All Transport Services for the carriage of passengers or goods by land or water in the State of Goa with immediate effect.

By order and in the name of the Governor of Goa.

Neetal P. Amonkar, Under Secretary (Home).

Porvorim, 28th August, 2014.

Department of Labour

Notification

No. 28/1/2014-Lab/258

The following award passed by the Industrial Tribunal and Labour Court at Panaji-Goa on 07-04-2014 in reference No. IT/46/96 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Labour).
Porvorim, 5th May, 2014.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before **M/s. Bimba K. Thaly, Presiding Officer**)

Ref. No. IT/46/96

Shri Dnyaneshwar R. Kamble,
Sirsaim, Thivim,
Bardez, Goa

..... Workman/Party I.

V/s

M/s. Sanjivani Sahakari
Sakhar Karkhana Ltd.,
Tisk, Ponda-Goa

..... Employer/Party II.

Workman/Party I represented by Adv. Shri P. J. Kamat.

Employer/Party II represented by Adv. Shri G. K. Sardessai.

AWARD

(Passed on this 7th day of April, 2014)

1. In exercise of the powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) (for short The Act) the Government of Goa by order dated 23-9-96 bearing No.28/38/96-Lab/11018/corrigendum dated 25-3-97 bearing No. 28/38/96-LAB/1518, referred the following dispute for adjudication.

“Whether the action of the management of M/s. Sanjivani Sahakari Sakhar Karkhana Ltd., Ponda-Goa in terminating the services of Shri Dyaneshwar R. Kambli, “Fieldman” with effect from 11-9-1995 is legal and justified?

If not, what relief the workman is entitled to?”

2. Upon receipt of the dispute, reference No. IT/46/96 was registered. Notices were issued to both the parties under registered post, upon which both the parties were served. Party I filed the claim statement at Exb. 5. Party II filed written statement at Exb. 6. Rejoinder was filed by Party I at Exb. 7.

3. It is in short the case of Party I that he joined Party II as a Clerk in the Agricultural Department in 1973 and was promoted as Fieldman in 1981 and till his services were terminated on 11-9-95 he worked as such. It is stated that on 19-9-92 Party I informed Party II that he was not in a position to report for work on account of ill health but his request for leave was not granted. It is stated that Party I then consulted his doctor who did not permit him to report and as such by letter dated 25-9-92 he informed Party II about it and also by another letter dated 25-9-92 he sent to Party II the reports of his blood, urine and stool done at the instance of medical officer of Party II. It is stated that by letter dated 6/7-10-92 Party II directed Party I to report for work immediately and as such he reported on 10-10-92 against medical advice. It is stated that on 22-10-92 while on duty Party I fell down from his motor cycle and hence was advised rest by doctor and accordingly by letter dated 23-10-92 Party I informed about it to Party II. It is stated that Party I then reported for work on 12-11-92 and sent a joining report dated 13-11-92 along with medical certificates. It is stated that at the request of Party II, Party I then submitted medical certificate from Goa Medical College by his letter dated 16-1-93. It is stated that Party I had claimed compensation for temporary disablement since he had suffered injuries on account of an arising out of his employment but Party II did not grant it and as such the matter was taken up with the Commissioner for workmen's compensation where it was compromised by regularizing the absence of Party I for 22 days. It is stated that Party I reported for work on 1-7-93 after he was declared fit by the doctor. It is stated that Party I fell sick of neck spondylitis and remained absent in June 1994 and by sending telegram to Party II he informed about his sickness. It is stated that Party I proceeded to Bombay thereafter for treatment and was out of Goa for about three to four months. It is stated that Party I had sent letters periodically to Party II intimating about his sickness and when in Bombay he was sent two or three letters by registered A.D. post by Party II but the postman refused to deliver the letters to his wife. It is stated that Party I had remained absent from 26-12-94 on account of his sickness and he had intimated of the same to Party II from time to time and one such letter was acknowledged to Party II on 24-3-95. It is stated that

Party II then issued a letter dated 9-9-95 terminating the services of Party I w. e. f. 11-9-95 without giving him notice of one month and also without paying him any compensation under the Act. It is stated that the establishment of Party II is an industrial undertaking employing more than 100 workmen at the time of termination of services of Party I and as such is governed by Chapter V-B of the Act. It is stated that termination of his services by Party II is retrenchment which is without following Chapter V-B of the Act and thus is bad, illegal, unjust and nonest and Party I is deemed to be in service with full back wages and other benefits. Party I has therefore prayed to hold that the action of Party II is not legal and justified and that he is entitled for reinstatement with full back wages and continuity in service and all other consequential benefits.

4. In the written statement Party II has denied the case set up by Party I has stated that at the request of the Labour Commissioner they settled the claim in the hope that Party I would improve and give better service to them but this did not happen. It is stated that Party II is a co-operative society set up under the provisions of Maharashtra Societies Act, 1962 as applied to the State of Goa. It is stated that this reference constitutes a dispute within the meaning of Sec. 91 of the said Act and thus the reference is not maintainable and is liable to be rejected. It is stated that Party I remained absent from 26-12-94 without intimation and a telegram was received from one Devendra Karapurkar on 29-12-94 stating that Party I was sick and desired leave for one week. It is stated that despite expiry of more than 30 days after expiry of the one week sought, Party I remained absent without any intimation and as such a letter dated 14-2-95 was issued to Party I by registered post A.D. to explain the reason for absenteeism but it was returned with postal remark "intimated. Unclaimed. Return to sender". It is stated that on 24-3-95 Party II received a letter dated 8-3-95 from the Party I requesting for sick leave and by letter dated 4-4-95 sent by registered post Party I was directed to submit a medical certificate from GMC as regards his sickness but the same was also returned with the same postal endorsement as above. It is stated that thereafter by letter dated 19-7-95 Party II informed Party I that in view of his absenteeism without leave it was apparent that Party I was not interested in the service and was asked to show cause why his name should not be removed from the muster roll. It is stated that this letter was received by the wife of Party I namely Mrs. D. R. Kambli on 20-7-95 and she has acknowledged its receipt by placing her signature on the copy of the said letter. It is stated that the services of Party I were terminated in terms of

clause 24(c) of the Certified Standing Orders of Party II. It is stated that under Clause 19(9) of the Certified Standing Orders of Party II remaining absent without leave for more than 10 days is a misconduct. It is stated that Party I is not entitled to the benefit of Chapter V-B of the Act. Thus, amongst above and other grounds Party II has prayed to reject the reference.

5. In the rejoinder Party I has denied the contentions raised by Party II in the written statement and has asserted his case projected in the claim statement.

6. On the basis of the above averments of the respective parties issues dated 25-9-97 (Exb. 8) and additional issue on 7-11-97 (Exb.12) were framed.

7. In the course of evidence Party I examined himself as witness No.1 and Shri Devendra Karapurkar as witness No. 2. On the other hand Party II examined Shri Hari Anant Damble as witness No. 1 and Shri Surekhant Kalangutkar as witness No. 2 and closed their case.

8. Heard at length, Lnd. advocate Shri P. J. Kamat for Party I and learned advocate Shri G. K. Sardesai for Party II.

9. Learned advocate for Party I stated in his arguments that Party I is a workman as his duties were to visit the sugarcane plots of various cultivators, on his motorcycle, to find out if the plots are properly watered and manured and that he was paid travelling allowance by Party II. By referring to the sick note dated 19-9-92 (Exb.W-4) learned advocate for Party I stated that this note is addressed by Party I to the Chief Agricultural Officer under whose control Party I was working. He also referred to the evidence of Shri Damble to point out that Part II has made its Certified Standing Orders (CSO for short) applicable to Party I which make it clear that Party I is a workman. Learned advocate for Party I also argued that the termination of services of Party I by letter dated 9-9-95 (Exb.W18) w. e. f. 11-9-95 amounts to retrenchment without complying with the provisions of Sec. 25F of the Act and therefore such termination is illegal and unjustified. He also stated that at the relevant time Party II was employing more than 100 workers but the termination of Party I was without complying the provisions of Chapter V-A of the Act which action is illegal and nonest. Further, by inviting my attention to the termination order dated 9-9-95 (Exb.W-18), Ld. Advocate for Party I stated that no show cause notice dated 20-7-95 as stated in the above order was served on Party I and even otherwise the said so called notice dated 19-7-95 (Exb.E-14) was not served on the wife of Party I as no person by name Suryakant Kalangutkar did come to the house of

Party I at any time. He then stated that the said notice at Exb.E-14 was not shown to Party I in his cross examination nor any suggestion referring to the said notice was put to Party I and therefore it is apparent that this notice was manufactured later on. In the above context he referred to the observations in the judgment in the case of **Gaurishankar Vishwakarma v/s Eagle Spring Industries Pvt. Ltd. & ors. reported in W.P. 2904/1983 dated 3-9-87 Bombay High Court** which indicate that any document which has to be proved against the workman has to be shown to the workman or the workman has to be confronted with its explanation has to be called from the workman with regard to the said document. He also relied on the judgment in the case of **Union of India and ors. v/s Dinanath Shantaram Karekar and Ors. 1998 II CLR 849** to contend that when the show cause notice is issued to the employee he is called upon to submit his reply to the action proposed to be taken against him and thus in order to invoke theory of “communication”, “actual service” must be proved and established. By referring to the contention of Party II that the termination order was issued to Party I in terms of Clause 24(c) of the CSO of Party II, ld. advocate for Party I by relying on the judgment in the case of **D. K. Yadav v/s J. M. A. Industries Ltd., 1993 II CLR 116** stated that it is settled law that CSO have statutory force which do not expressly exclude the principles of natural justice and that no decision must be taken which will affect the right of any person without first being informed of the case and be given an opportunity of putting forward his/her case. He also relied on the judgment in the case of **Uptron India Ltd., v/s Shammi Bhan 1998(79) SC 233** in which it is observed that an employee cannot be terminated arbitrarily and abruptly by notice of a month or three months or in pay lieu thereof even if there is any stipulation in CSO or contract of service. Thus according to ld. advocate for Party I, Party II having failed to give such show cause notice, termination of services of Party I is apparently bad. As regards applicability of CSO to Party I by Party II ld. Advocate for Party I relied on the judgment in the case of **George Thomas Thakkeyil v/s Sci-Tech Centre 2007 II CLR 185** and **S. A. Sarang v/s W.G. Forge & Allied Industries Ltd., Thane and others 1995 I CLR 837** and contended that if an employer proposes to take action against its employee on the grounds that he is covered by the Standing Orders implying that the employee is a “workman” within the meaning of the Act, then such employer is estopped from denying the said fact when a dispute regarding the dismissal of the employee lands up before an industrial adjudicator. By referring to the evidence of Shri Damble wherein he has stated in his cross

examination that action against Party I was not taken under Clause 21 (f) or (g) of CSO, Ld. Advocate for Party I stated that termination is therefore apparently not for any misconduct and even otherwise no enquiry on the said so called misconduct has been held by Party I. Thus, according to ld. advocate for Party I, the punishment for termination of services of Party I is shockingly disproportionate and as such he is entitled to be reinstated with all the benefits as prayed for. In support of his above submissions ld. advocate for Party I relied on the judgment in the case of **Union of India, through Div. Railway Manager, South Central Railway, Hubli v/s D. J. Pujar & Anr. 2012 III CLR 30**. He further argued that in case this court comes to the conclusion that Party I should be paid compensation the same should be reasonable amount considering the long period of service of Party I. In support of his above submissions, he relied on the judgment in the case of **BSNL v/s Bhurumal 2014 I CLR 159** in which the workman who had worked for 240 days in preceding 12 months prior to his termination was paid compensation of Rs. 3,00,000/- in lieu of reinstatement and back wages, considering the long period of time he had worked.

10. On the other hand learned advocate for Party II argued that though vide issue No. 3, this court has cast burden on Party II to prove that Party I is not a “workman” as defined under the Act, it is in fact for Party I to prove his status. Ld. Advocate for Party II also relied on the judgment in the case of **Standard Chartered Bank v/s Vandana Joshi and another 2010 CLR 163** in which by referring to the observations in the judgment in the case of **M/s. Sonepat Co-operative Sugar Mills Ltd. v/s Ajit Singh 2005 II CLR 66** has observed that job of the person claiming to be a workman must fall within one or the other category mentioned in first part of the definition of Sec. 2(s) of the Act and therefore it would not be correct to contend that merely because the employee had not been performing any managerial or supervisory duties ipso facto he would be a workman. He also stated that only dominant nature of duties performed by the concerned person needs to be looked into to find out his status. Ld. advocate for Party II then by referring to the deposition of Party I wherein he has mentioned the duties performed by him, stated that Party I has not pleaded about his duties as ‘fieldman’ in the claim statement and even otherwise such duties as deposed by him are apparently of giving guidance or keeping check over the cultivators which presupposes a degree of supervision. He also stated that Party II performs public functions and thus absence of Party I from duty comes in the way

of Party II's performance of public functions. He then stated that if the court comes to the conclusion that Party I does not come within the purview of Sec. 2(s) of the Act then the CSO though made applicable to him by Party II would not apply to him. By inviting my attention to the observations in the judgement in the case of **S. A. Sarang (supra)** he stated that in this case there were various other factors the cumulative effect of which made the court to conclude that the petitioner therein was a workman and therefore the observations in this judgment cannot be read to mean that petitioner was held as workman solely because the employer had taken action against him on the footing that he was covered by the Model Standing Orders. Thus, according to him applicability of CSO made to Party I should be read as meaning thereby that the same is by way of adoption. As regards, the additional issue framed casting burden on Party II that the instant reference is not maintainable in view of Sec. 91 of the Maharashtra Co-operative Societies Act, 1960, Ld. advocate for Party II submitted that since Party I has failed to prove that he is a workman, the present dispute cannot be termed as an industrial dispute and therefore proviso to Sec. 91 of the Maharashtra Co-operative Societies Act, 1960 does not apply to the instant case and hence the present reference is hit by Sec. 91 of the above Act. Ld. Advocate for Party II then argued that Shri Damble in his cross examination has merely made a statement that Party II employs more than 300 employees however no convincing evidence has been adduced by Party I to show the applicability of Chapter V-B of the Act to the instant reference as no evidence has been adduced to establish that at relevant time Party II was employing not less than 100 workmen on an average per working day for the preceding 12 months. Thus according to Ld. Advocate for Party II, the question of applicability of chapter V-B of the Act to the present proceedings, does not arise. As regards, the notice dated 9-9-95 (Exb.W-18) vide which services of Party I were terminated w. e. f. 11-9-95 he stated that prior to issuance of this notice Party I was served with notice dated 19-7-95 asking him to show cause why his services should not be terminated and that this notice was received by the wife of Party I whose signature has been identified by Shri Suryakant Kalangutkar. In this context Ld. Advocate for Party II relied on the oral judgment dated 2-11-98, of Hon'ble High Court of Bombay at Goa in **Shri Vermon Lobo v/s The Himalaya Drug Company in W.P. 286/97** to contend that in the absence of serious challenge being thrown to Exb. W-14 it was not incumbent upon Party II to adduce more evidence to prove this document. It is therefore according to Ld. advocate for Party II,

Party II has discharged the burden of proving that the above notice was duly served on Party I through his wife and it was therefore for Party I to prove otherwise. By referring to the letters dated 14-2-95 postal envelope (Exb.E-8 and Exb.E-9) and dated 4-4-95 postal envelope (Exb. E-10 and Exb. E-11), which are returned by the postal, authorities with endorsement as "intimated. Unclaimed" Ld. advocate for Party II stated that the service of above letter on Party II is thus a good service. In support of his above submissions he relied on the judgment in the case of **K. Bhaskaran v/s Sankaran Vaidhyan Balan and another (1999) 7 SCC 510** in which it is observed that principle incorporated in Sec. 27 of the General Clauses Act has to be imported in a case where the sender has dispatched the notice with correct address written on it and in such case the notice is deemed to have been served on the sendee unless proves that it was not really served and that he was not responsible for such non service. By referring to the judgment in case of **Syndicate Bank v/s General Secretary AIR SC 2198** Ld. Advocate for Party II stated that when the notice sent to the delinquent through postal authorities returns with endorsement "refused", the same is presumed as good service and thus the question of violation of principles of natural justice does not arise. Ld. advocate for Party II also relied on the judgment in the case of **Punjab and Sind Bank and others v/s Sakattar Singh (2001) I SCC 214** contending that the principles of natural justice cannot be examined in vacuum without reference to the fact situation arising in the case. He also referred to the observations in the judgment in the case of **State Bank of Patiala and others v/s S. K. Sharma (1996) 3 SCC 364** contending that when the rules pertaining to the principles of natural justice are implicit in the very nature of action/order, the court should balance that interest with the requirements of natural justice. By referring to the above judgment, Ld. advocate for Party II submitted that notices sent to Party I vide letters dated 14-2-94 and 4-4-95 were duly served on Party I which is apparent from the postal endorsement on the envelopes and therefore the above conduct of Party I needs to be looked into while balancing the applicability of principles of natural justice. Further, by relying on the judgment in the case of **The Cooper Engineering Ltd. v/s Shri P. P. Mundhe (1975) 2 SCC 661**, Ld. Advocate for Party II stated that the employer can adduce evidence before the court justifying the action taken and in this case Party II has adduced such evidence before the court.

11. I have gone through the records of the case and have duly considered the submissions

advanced. I am reproducing the issues along with their findings and reasons thereof:

Sr. No.	Issues	Findings
1.	Whether the Party I proves that the action of Party II in terminating his services amounts to retrenchment?	In the positive.
2.	Whether the Party I proves that the action of Party II in terminating his services w. e. f. 11-9-95 is illegal and unjustified?	In the positive.
3.	Whether the Party II proves that the Party I is not a 'Workman' as defined under Industrial Disputes Act, 1947?	Party I is a 'Workman' as defined under the I.D. Act, 1947.
3A.	Whether the Party II proves that the reference is not maintainable in view of Section 91 of the Maharashtra Co-opt. Society Act, 1962 as made applicable to Goa?	In the negative.
4.	Whether the Party II proves that the Party I continuously remained absent without leave from 26-12-94 and hence is guilty of misconduct?	In the positive.
5.	Whether Party II proves that the Party I is gainfully employed?	In the positive.
6.	Whether the Party I is entitled to any relief?	As per Award.
7.	What Award?	As per order below.

REASONS

12. *Issue No. 3:* This issue is answered before answering other issues, it being a jurisdictional issue. This is because this court will get jurisdiction to adjudicate this reference only if it is established that Party I is a 'workman'. It may be mentioned here that this issue as framed, casts burden on Party II to prove that Party I is not a workman under the Act however as rightly pointed out by the Ld. Advocate for Party II, it is for Party I to discharge the above burden. In the above context, I would rely on the judgment in the case of **S. T. Galande v/s P. O. Hind Labour Court, Pune 2008 (I) CLR**

656 in which the Hon'ble High Court of Bombay has observed as under:

"..... It is settled principle of law that the onus lies upon the workman to prove that he satisfies the essential ingredients of being a workman and therefore, could raise an industrial dispute"

13. Though Party I has not pleaded in the claim statement about the nature of duties actually performed by him as Fieldman, but in his deposition before this court he has been clear enough to say that as a fieldman his duties were to visit the sugarcane plots of various cultivators and find out whether the said plots are properly watered and manured and accordingly report to the Party II. He has stated that for the said purpose he used to visit various plots at Bicholim, Pernem, Valpoi, Gulelim etc. The above duties as stated by him before the court are not denied by Party II by suggesting otherwise. No doubt, perusal of the above duties performed by Party I as fieldman gives an appearance that he used to have supervision over the plots being cultivated but it cannot be lost sight of the fact that after carrying out the above supervision, the Party I was reporting about it to Party II. It is therefore clear that Party I had no actual control over the cultivators but he only had to inform his superiors about the position of the plots. The meaning of the term "Supervision" is elaborated in the judgment in the case of **Vinayak Baburao Shinde v/s S. R. Shinde and Ors. 1985, H.C. 318** as under:

"The word "supervise" means to oversee, that is to look after the work done by other persons. The word "supervision" occurring in Section 2(s) of the Industrial Disputes Act means supervision in relation to work or in relation to persons. The essence of supervision consists in overseeing by one person over the work of others. This also involves a power in the person overseeing to direct and control the work done by the persons over whom he is supervising."

14. As Party I herein was not directing or controlling the work done by the cultivators, it would not be proper and justified to say that Party I was supervising or had powers of supervision over the said cultivators. Being so, I find no force in the arguments for Id. advocate for Party II that the nature of duties performed by Party I were supervisory. On the contrary it is apparent that, the duties performed by Party I were of merely clerical nature and thus he is a workman u/s 2 (s) of the Act. In this context, reference also deserves to be made to the sick note dated 19-9-92 produced by

Party I at Exb. W-4 and which when read makes it clear that the same is addressed to the Chief Agricultural Officer. In this sick note the Party I has informed the Chief Agricultural Officer that as he was not well he was not able to report for duties. This document therefore goes to indicate that Chief Agricultural Officer had overall control over Party I.

15. Undoubtedly, Party II has made its CSO applicable to Party I. Even for that matter, it is apparent from the evidence of Shri Damble that dismissal of Party I from service was in accordance with the CSO. I have already pointed out above by referring to the nature of duties performed by Party I that he is a workman and therefore the arguments of Id. advocate for Party II that merely because of applicability of CSO to Party I, he cannot become a 'workman' as the duties performed by him are not as stated in the first part of the definition of Section 2 (s) of the Act, are not at all convincing. Nevertheless, as pointed out by me above, since the nature of duties performed by Party I are clerical, Party II cannot take the shelter of the observation in the judgment in the case of **Standard Chartered Bank and M/s. Sonapat (both cited supra)** to say that job of Party I does not fall in one or the other category mentioned in section 2(s) of the Act and therefore CSO of Party II do not apply to Party I.

16. Even otherwise, in their pleadings it is nowhere the case of Party II that they have made applicable their CSO to Party I without prejudice to their contention that Party I is not a workman. Thus, in such situation it is not open to Party II to take a different stand at the stage of arguments to suit their convenience.

17. Be that as it may, it is clear from the observations in the judgment in the case of **George Thomas and S. A. Sarang both cited (supra)** that Party II by taking action against Party I under its CSO has admitted that he is a "workman". Reading of these judgments indicate that various show cause notices and charge sheet were/was issued to the employee therein under Model Standing Orders (MSO) of the company and one of the observations in it is that considering the cumulative effect of all the above notices the inference has to be drawn that the employee therein was a workman. Nevertheless careful reading of both these judgments reveal that the ratios culled out on the basis of above observations made in these judgments is that once the employer admits that the employee is covered by MSO/CSO, he is estopped from denying the said fact when a dispute

regarding the dismissal of the employee lands up before the Industrial adjudicator. There is nothing in the judgments indicating that the concerned employee should be issued more than one notice/charge sheet under MSO/CSO for taking their cumulative effect into consideration to hold that he is a workman under the Act. Thus, the arguments advanced by Id. Advocate for Party II on this subject are not convincing. Hence my findings on issue No. 3.

18. *Issue No. 3A:* In view of findings on issue No. 3 above, it also follows that the present reference does not constitute a dispute u/s 91, of Maharashtra Co-operative Societies Act, in terms of proviso to this Section Party II is an industry and Party I is a workman. Hence my findings.

19. *Issue Nos. 1, 2 and 4:* All these issues are answered together for the sake of convenience being interconnected.

20. In the course of the arguments both the Id. advocates made it clear that for the purpose of deciding the present reference the date from which Party I remained absent from duty is infact 26-12-94. It otherwise cannot be disputed that though Party I had been remaining absent from duty on and off even prior to 26-12-94, the claim of Party I which was raised before the Commissioner for Workman's Compensation was settled by recording a compromise whereby his absence for 22 days from 9-3-93 to 30-6-93 was regularized against his leave. It is also not in dispute that Party I thereafter reported for work on 9-7-93. It is further not disputed that thereafter Party I again remained absent in June 1994 but it appears that after sometime he again joined the duties and then remained absent from 26-12-94.

21. In his evidence Party I has stated that he had sent a letter dated 8-3-95 (Exb. W-17) to the Chief Agricultural Officer informing him that he was sick. It is clear from the written statement of Party II that the receipt of this letter is admitted by Party II. It is however apparent from the examination in chief of Shri Hari Damble that a telegram dated 29-12-94 was sent by one Shri Devendra Karapurkar stating that Party I was sick and one week sick leave was required. This telegram is at Exb. E-7. The above statement made by Shri Hari Damble is not denied in his cross examination. It is however made clear by Shri Hari Damble that no sick leave was granted by Party II but Party I did not report for work after 26-12-94. He has stated that a letter dated 14-2-95 was sent to Party I by registered post asking him to give explanation for his absence but it was returned

with postal endorsement 'intimated, unclaimed'. He has produced the copy of this letter at Exb. E-8 and the envelope along with A.D. card returned by postal authority at Exb. E-9. He has stated that another letter dated 4-4-95 was sent by Party I by registered post asking him to submit medical certificate from GMC Hospital and he has produced the copy of the said letter at Exb. E-10 so also the envelope along with A.D. card at Exb. E-11. In his cross examination Shri Damble has denied the suggestion that letter at Exb. E-8 and Exb. E-10 were never intimated by the postman to Party I and that he returned the said letters with endorsement "unclaimed" without giving any intimation of the said letters to Party I or that the postman had made the above false endorsement or the said letters.

22. Perusal of envelopes at Exb. E-9 and Exb. E-11 reveal that there is endorsement by postal authorities on these envelopes as 'intimated, unclaimed' which means that the addressee was intimated of these letters but the same were not claimed by the addressee. In the above context, the observations in the judgment in the case of **K. Bhaskaran and Syndicate Bank (both cited supra)** squarely attract as under Clause 27 of General Clauses Act there is presumption that where the sender dispatches the notice by post with correct address written on it then the said notice is deemed to have been served on the sendee unless he proves that it was not really served and that he was not responsible for such non service. No proof as required above is produced by Party I before this court and therefore the presumption envisaged in Sec. 27 of the General Clauses Act need to be imported in the case holding that the notices dated 14-2-95 and 4-4-95 were duly served on Party I.

23. Be that as it may, reading of notice dated 14-2-95 (Exb. E-8) reveals that by this notice Party II had informed Party I that through vide telegram by Devendra Karapurkar it was informed that Party I was sick and required one week's leave, Party I did not resume duty even after one week's period has lapsed and thus Party I was told to give justification for his such absence. Vide letter dated 14-4-95 (Exb. E-10), Party II informed Party I that he has remained absent from work since 26-12-94; that by letter dated 8-3-95 Party I had informed Party II that he was sick and requested for sick leave and therefore by this letter Party I was informed to get checked through Goa Medical College and send the medical certificate and if the same was not sent he would not be allowed to resume duty.

24. It is therefore clear from the contents of the above letters i.e. Exb. E-8 and Exb. E-10 that there is nothing in these letters asking Party I as to why his name should not be removed from the roll of Party II or as to why it should not be considered that Party I had no interest in employment with Party II. On the contrary by these letters, Party I was told to give justification for his absence and to produce medical certificate from GMC, after getting himself examined there. It is a different matter that Party I did not respond to these letters but definitely, these letters cannot be read to mean that they were sent asking Party I to explain why his services should not be terminated or that there has been compliance of principles of natural justice at the hands of Party II in terminating the services of Party I, by virtue of these letters. Therefore, the principle culled out in the judgment in the case of **State Bank of India (supra)** cannot be imported in this case. Thus, to my mind, it is precisely for this reason Party II has claimed to have sent letter dated 19-7-95 (Exb. E-14) to Party I and which letter according to Party II was served on the wife of Party I.

25. It may be mentioned here that in written statement it was initially pleaded that the date of the said letter i.e. Exb. E-14 was 9-7-95 but thereafter the written statement was amended and the said date was changed to 19-7-95. It is pertinent to note that in the cross examination of Party I it is not suggested by Party II that they had sent letter dated 9-7-95 or 19-7-95 to Party I and the same was received by his wife. Party II was infact silent on this aspect while cross examining Party I. In the above context, ld. advocate for Party II rightly relied on the observations in the judgment in the case of **Gaurishankar (supra)** which indicate that such document needs to be shown to the Workman and he should be confronted with it to establish its proof. It may be mentioned here that Party I would have been the right person to identify the signature of his wife on the said letter, in absence of his wife as a witness before this court.

26. Letter dated 19-7-95 (Exb. W-14) was produced before this court for the first time by Shri Hari Damble by stating that Party I was issued the show cause notice dated 19-7-95 (Exb. W-14) and it was received by the wife of Party I. He has stated that Exb. W-14 was delivered by one Shri Suryakant Kalangutkar, the Peon of Party II to the wife of Party I. Shri Hari Damble has also stated that by letter dated 9-9-95 (Exb. W-18) Party I was dismissed from service w. e. f. 11-9-95.

27. In the cross examination of Shri Hari Damble, he has denied the suggestion that Mr. Kalangutkar never visited the house of Party I to deliver the letter at Exb. E-14. He has also denied the suggestion that the wife of Party I did not sign on the carbon copy of the letter dated 19-7-95 (Exb. W 14) and that the said letter is a fabricated document.

28. Party II has also examined said Shri Suryakant Kalangutkar who has stated that he had served the original of the letter dated 19-7-95 (Exb. W14) on the wife of Party I at the residence of Party I at Sirsaim, Bardez, Goa. He had stated that the wife of Party I signed on the copy of the said letter in acknowledgment of the receipt of the original. He has identified the signature of the wife of Party I on this letter Exb. E-14 at point A. In his cross examination he has denied the suggestion that he never went to the house of Party I to serve the said letter and that he had deposed falsely.

29. Though Id. advocate for Party II submitted that Party II has discharged the burden of proving the fact of service of letter at Exb. E-14 on the wife of Party I by examining Shri Kalangutkar who has identified the signature of wife of Party I on the same and thus the onus now shifts on Party I to prove otherwise, to my mind since Party I has denied the fact of Shri Kalangutkar visiting the house of Party I and serving the letter at Exb. E-14 on the wife of Party I, it was infact required of Party II to have proved by convincing evidence that Shri Kalangutkar had infact visited the house of Party I, and that the signature at point A on the letter was that of wife of Party I. It was infact for said Shri Kalangutkar, to have obtained the signature of wife of Party I on the letter Exb. E-14 in the presence of two respectable witnesses from the locality knowing the wife of Party I, to establish the authenticity of the said signature. In case Shri Kalangutkar or Party II had brought on record such evidence, one could say that the onus then shifted on Party I to prove otherwise. It deserves to be noted that Shri Kalangutkar is the peon working with Party II and therefore his evidence need to be weighed carefully, as chances of he being an interested witness cannot be ruled out. Even for that matter as observed in the judgment in case of **Union of India (supra)** services of show cause notice has to be made on the concerned person and if not so done, the theory of "communication", cannot be invoked.

30. That apart, perusal of letter dated 9-9-95 (Exb. W-18) vide which Party I was dismissed from service reveals that show cause notice dated 20-7-95 was issued to Party I to explain his

absenteeism from duty when infact what has been produced as show cause notice is a letter dated 19-7-95 (Exb. E-14). Thus, even for this reason, sending of show cause notice to Party I before issuing letter dated 9-9-95 (Exb. W-18) appears to be doubtful. Reliance placed by the Id. advocate for Party II on oral judgment in the case of **Shri Vernon Lobo (supra)** is totally misplaced because the ratio in the same infact is that it is for the party relying upon the document to prove the contents of the document.

31. Undoubtedly, the services of Party I have been terminated by Party II by adverting its CSO and discussion supra makes it clear that no explanation was sought from Party I before terminating his services. In the judgment in the case of **B. K. Yadav (supra)** the petitioner was terminated from services by adverting to Clause 13(2)(iv) of CSO of the respondent as he had willfully absented from duty continuously for more than 8 days from 3-12-80 without leave or prior information or intimation or previous permission from the management and was therefore deemed to have left the services of the company on his own account and had lost the lien and appointment w. e. f. 3-12-80. The tribunal found that the petitioner had failed to prove his case and that the action of the respondent was in accordance with the standing orders and that it was not termination or retrenchment under the Act. It is observed in this judgment by referring to various other judgments that the definition of retrenchment in Sec. 2(oo) of the Act means "the termination by the employer of the service of a workman for any reason whatsoever except those expressly excluded in the Section". It is further observed that the said definition in Sec. 2(oo) is a comprehensive one intended to cover any action of the management to put an end to employment of an employee for any reason of whatsoever. As regards to effect of CSO it is observed that they statutory force which do not expressly exclude the application of principle of natural justice. It is observed that in every case the person concerned should have a reasonable opportunity of presenting his case and the authority should act fairly, justly, reasonably and impartially. It is observed that the principles of natural justice that no man should be condemned unheard intends to prevent the authority to act arbitrarily affecting the rights of the concerned person. This judgment also indicates that in this case no opportunity was given to the petitioner and no enquiry was held; that the Tribunal did not record any conclusive finding in this behalf and concluded that the management had power under Clause 13 of the

CSO to terminate the services of the petitioner. It is therefore held that the principles of natural justice must be read into the standing order number 13(2)(iv) or otherwise it would become arbitrary, unjust and unfair violating article 14 of the constitution. With above observations the Hon'ble Apex Court came to the conclusion that this was a case of retrenchment under Sec. 2 (oo) of the Act and accordingly granted the relief to the petitioner.

32. Viz-a-viz the above facts, in the instant case Party I has dismissed from services by letter at Exb. E-14 without giving him any opportunity of affording explanation and he is deemed to have resigned from services thereby voluntarily terminating his contract of service with Party II without giving notice, in terms of Clause 24(c) of the CSO of Party II. Thus, to my mind the observations in the above judgment squarely apply to the case in hand, to say that there is violation of the principles of natural justice while terminating the services of Party I.

33. In the judgment in the case of **Uptron India Ltd. (supra)** the services of respondent No. 1 there in who was a permanent employee were terminated pursuant to Clause 17 (g) of the CSO of the petitioner as the respondent had remained absent without any application for leave. Tribunal held that this termination amounted to retrenchment within the meaning of Sec. 2 (oo) of the Act and granted relief accordingly. In W. P. Hon'ble High Court upheld this Award. However, in the SLP, Hon'ble Apex Court by referring to the ratios in the judgment in the cases of **West Bengal State Electricity Board 1985 (50) FLR 456 (SC)**, **Central Inland Water Transport 1986 (53) FLR 523 (SC)**, **O. P. Bhandari 1986 (53) FLR 752 (SC)**, **Delhi Transport Corporation 1990 (61) FLR 768 (SC)**, came to the conclusion that the action taken against respondent was wholly illegal. It is also observed in this judgment that said Clause 17 (g) of CSO of the petitioner does not say that the services of a workman who overstays the leave for more than 7 days shall stand automatically terminated but it says that "the services are liable to be automatic termination" there by conferring a discretion upon the management to terminate or not to terminate the services of such employee. It is also observed that this discretion has to be based on an objective consideration of all circumstances and material which may be available on record and therefore the employee against whom the action on the basis of this provision is proposed to be taken must be given

an opportunity of hearing. Since no such opportunity was given to the employee, it is held that the termination amounts to retrenchment.

34. It deserves to be noted that the termination letter at Exb. W18 does not state as to under which Clause of CSO Party I has been terminated. But from the pleadings in the written statement in this case it becomes clear that termination of Party I from service is in terms of Clause 24 (c) of CSO. Clause 24 of CSO pertains to Termination of Employment. Clause 24(c) when quoted reads as under:

"A workman remaining absent without leave or permission or intimation thereof for more than 30 consecutive days shall be deemed to have resigned from the services of the Karkhana, thereby voluntarily terminating his contract of service with the karkhana without giving notice as required under these standing orders".

35. Thus, before adverting to the deeming provision in Clause 24 (c) of CSO it was required of Party II to have followed the principles of natural justice by giving hearing to Party I. It is apparent that Party II has failed to comply with the above requirement and therefore like in the above case, the action taken against Party I is illegal.

36. As regards the contention of learned advocate of Party II that the principles of natural justice cannot be examined in vacuum without reference to the fact situation arising in the case and that in this case Party II has by issuing letters at Exb. E 8 and Exb. E 10 have given sufficient opportunity to Party I to explain, to my mind, the service of letters at Exb. E-8 and Exb. E-10 on Party I would not by itself relieve Party II from seeking explanation before terminating the services of Party I vide Exb. E14. In the judgment in the case of **Punjab and Sind Bank (supra)** the observations that the principles of natural justice cannot be examined in vacuum without reference to the fact situation arising in this case has been made in different set of facts as compared to the set of facts in the instant case. In the case in this judgment the employee/respondent remained unauthorizedly absent for continuous period of 190 days though, communications dated 4-9-93, 17-12-93 and 15-4-94 were sent calling upon him to resume duty. According to appellant Bank, the respondent while remaining unauthorizedly absent as above made himself liable to be removed from the rolls of the bank in terms of Clause 16 of IV Bipartite Settlement. The above Clause makes it clear that in the event an employee absents himself from duty for 90 or more consecutive days

beyond the period of leave originally sanctioned or subsequently extended, the management may at any time thereafter, give a notice to the employee at the last known address calling upon him for duty within 30 days of notice stating, inter-alia, the grounds for the management coming to the conclusion that the employee has no intention of joining duty and furnishing necessary evidence wherever relevant and unless employee reports for duty within 30 days of the notice or gives an explanation for his absence satisfying the management that he had no intention of not joining the duty, the employee will be deemed to have voluntarily retired from the Bank's service on the expiry of the time fixed in the said notice. In the event of the employee giving a satisfactory reply, he will be permitted to report for duty thereafter within 30 days from the expiry of the aforesaid notice without prejudice to Bank's right to take any action under the law or rules of service. It may be mentioned here that under this rule the employee is given an opportunity to rejoin duty within a stipulated time or to explain his position to the satisfaction of the management that he has no intention of joining duty, and a presumption will be drawn that the employee does not require the job any more and will stand retired from service. In this case, the respondent did not offer any explanation regarding his unauthorized absence from duty nor placed any material to show that he reported for duty within 30 days of notice as required by Clause 16 of IV Bipartite Settlement. In the W. P. before the Hon'ble High Court by the respondent challenging the order of termination effected by means of striking out his name from the muster roll of the appellant bank, Hon'ble High Court took the view that the respondent had put in 16 years of service and his services could not have been dispensed with except after enquiry consistent with the principles of natural justice. In the civil appeal before the Hon'ble Apex Court, the contention of the respondent that he had sent several communications regarding his illness or to extend his leave or to rejoin duty did not find favour with the Hon'ble Apex Court. It was therefore in such situation as there was nothing on record to show that the respondent had reported for duty within the period indicated in the notice issued under Clause 16 of IV Bipartite Settlement, observed by the Hon'ble Apex Court that the principles of natural justice cannot be examined in vacuum without reference to the fact situation arising in the case.

37. Apparently, the contents of the termination notice dated 9-9-95 (Exb. W18) in the instant case

are different from the contents of Clause 16 of IV Bipartite Settlement referred to above. Reading of said Clause 16 of IV Bipartite Settlement gives a clear indication that opportunity to show cause as to why the employee should not be deemed to have retired from the bank services on the expiry of the time fixed in the said Clause is inbuilt in the said Clause. Since no such show cause is found inbuilt in the letter dated 9-9-95 (Exb. W18), as held in the judgment in the case of **D. K. Yadav and Uptron India (both cited supra)**, it was required of Party II to have issued show cause notice or give an opportunity of hearing to Party I before terminating his services in terms of Clause 24 (c) of CSO of Party II.

38. It may be mentioned here that in the written statement of Party II herein reference is also made to Clause 19 (9) of CSO stating that the Party I has committed misconduct under Clause 19 (9) of CSO.

39. In his chief examination Shri Hari Damble has stated that Party I was dismissed under Clause 19(9) of CSO said clause 19(9) of CSO when quoted read as under:

"Habitual absence without leave, or absence without leave for more than 10 consecutive days, or overstaying sanctioned leave without sufficient grounds or satisfactory explanation."

40. In his cross examination Shri Damble has made it clear that the procedure for taking action against the Workman in respect of the misconducts falling under Clause 19 of CSO is provided under Clause 21 of CSO. Shri Damble has stated that action was not taken against Party I under Clause 21(f) and (g) of CSO. It may be mentioned here that Clause 19 of CSO pertains to "Acts of misconducts" and Clause 21 specifies the punishment to be awarded to a Workman found guilty of any misconducts. Under Clause 21(1)(f) the Workman could be discharged from service and under Clause 21(1)(g) he could be removed or dismissed from service without notice or wages in lieu of such notice. Nevertheless, from the above statement of Shri Hari Damble it can be safely held that the Workman was not discharged from service nor he was removed or dismissed from service for the misconduct under Clause 19(9) of CSO. It thus follows that the workman was retrenched by Party II. This in other words means that Party II has proved that by remaining absent without leave from 26-12-94 Party I has committed misconduct and it also means that Party II has retrenched him due to the said misconduct, but without complying with the principles of natural justice.

41. Even otherwise, reading of letter dated 9-9-95 (Exb. W18) also makes it clear that the Party I has been retrenched as the words used in this letter are “..... *Karkhanyachya nokritun kami karnyat yet ahe.....*” Shri Damble is therefore right in saying that Party I was neither discharged nor removed or dismissed from service on account of misconduct.

42. As regards the observations in the judgment in the case of **The Cooper Engineering (supra)**, the question which arose before the Hon'ble Apex Court was that whether when a domestic enquiry held by an employer is found by the Labour Court as violative of principles of natural justice there is any duty cast upon that court to give an opportunity to the employer to adduce evidence a fresh before it and whether failure to do so would vitiate the award. In this case after the chargesheet was issued to the workman, domestic enquiry was conducted by the employer and upon perusal of the report of the Enquiry Officer the management dismissed the employee without adverting to the evidence in the enquiry. The Labour Court found the enquiry defective. No doubt in this case the Hon'ble Apex Court has referred to the judgments in case of **Workmen of Motipur Sugar Factory Ltd. v/s Motipur Sugar Factory AIR 1965 SC 1803** and in the case of **Workmen of Messrs. Firestone Tyre & Rubber Co. of India (P) Ltd. v/s Management (1973) 3 SCR 587**, the observations in which indicate that opportunity has to be given to the Employer to prove his case before the court if the domestic enquiry is irregular, invalid or improper, but as in the instant case I have held that no show cause notice was issued to the Party I before terminating his services vide order dated 9-9-95 (Exb. W18) the question of Party I filing reply to the said show cause notice did not arise and consequently of Party II holding an enquiry. Thus, the ratio in the above judgment is not applicable to the fact situation of the case in hand.

43. At any rate, since discussion above makes it clear that services of Party I were terminated by Party II for the reasons mentioned in Exb. W18 and since the definition of retrenchment in Section 2 (oo) is a comprehensive one intended to cover any action of the management to put an end to the employment of an employee for any reason whatsoever nature, it is apparent that this termination is by way of retrenchment.

44. It is otherwise admitted by Shri Hari Damble that Party I was not given one month's notice nor was paid wages in lieu of notice or retrenchment compensation at the time of termination of his

services. This being the situation, there is clear violation of Sec. 25-F of the Act and therefore the termination of services of Party I is illegal and unjust.

45. As regards the contention of Party I that at the relevant time Party II was employing more than 100 workers and while terminating the services of Party I, Party II did not comply with the provisions of chapter V-B of the Act and therefore the said action is illegal and nonest, as rightly argued by the Id. Advocate for Party II, no convincing evidence has been adduced/produced by Party I to show the applicability of Chapter V-B of the Act as it is not proved that at the relevant time Party II was employing not less than 100 workmen on an average per working day for the preceding 12 months. This being the case, action of Party II of terminating the services of Party I cannot be called as illegal and nonest on the above count.

46. At any rate, since discussion supra makes it clear that the Party II has not complied with the requirements of Sec. 25-F of the Act, at the time of retrenchment of Party I, such termination is illegal and unjust. Hence my findings on Issue Nos. 1, 2 and 4.

47. *Issue No. 5:* In his Claim Statement, Party I is silent on the aspect of unemployment for the entire period he has been out of service. However in the written statement it is the case of Party II that Party I is running a Fair Price Shop No. 71 at Sirsaim, he also runs a Bar and Restaurant, manufactures school bags and also runs a Soda Factory and has hired a jeep at Sesa Goa at Sirsaim. It is also the case of Party II that Party I is the Sarpanch of the village.

48. It cannot be lost sight of the fact that the initial burden to prove that he is not gainfully employed is on the person claiming back wages and as Party I has not pleaded that he is not gainfully employed, he has therefore failed to discharge this initial burden. In the above context Id. Adv. for Party I relied on the judgment in the case of **M/s. Swadeshi Cotton Mills v/s Labour Court II, U. P. Kanpur, 2013 (136) F. L. R. 379**, in which it is held that Labour Court cannot award back wages in the absence of any pleading on the part of the workman that he was not gainfully employed anywhere after termination of his services. Reference is made to the judgment in case of **Kendriya Vidyalaya Sangathan and another v/s S.C. Sharma AIR 2005 SC 768** and in case of **J. K. Synthetics Ltd., v/s K.P. Agrawal and another (2007) 2 SCC 443** in which it is

observed that when the question of determining the entitlement of a person to backwages is concerned, the Employee has to show that he was not gainfully employed. It is also held that the initial burden is on the employee and after he places materials in that regard, the employer can bring on record materials to rebut the claim.

49. Be that as it may, in his cross examination Party I has admitted that he is the Sarpanch of the Village Panchayat, Sirsaim for the period starting from the year 1996. He has stated that prior to that he was a panch for two terms. He has stated that there is a Fair Price Shop on the ground floor of his house, which is in the name of his sister since the year 1990 and prior to it, it was in the name of his wife who by an application transferred it in the name of his sister as she got a job. He has denied the suggestion that the said fair price shop is run by him. He has stated that there is a bar known as Sirsaim Lake View Bar in his property adjoining his house. He has stated that the same is run by the husband of his niece but its licence is in his name since the year 1978. He has stated that there is a soda factory known as Sarash Soda Factory in his property, adjoining his house but presently is closed for about one to two years. He stated that the licence of his factory was in the name of his wife.

50. In the light of the above statements brought on records in the cross examination of Party I coupled with the fact that Party I has not pleaded in the Claim Statement that he is not gainfully employed, I have every reason to hold that Party I has been deriving income from other sources mentioned above. This is more because Party I has otherwise not stated as to how he has been maintaining his family for last many years. It also appears from the above statements made by Party I in his cross examination that he has been associated with the above avocations as otherwise there was no reason for Party I to have the shop, bar and soda factory in his property and allow others to run the same for no monetary benefits. This being the case, I am of the considered opinion that Party I has failed to establish that he is not gainfully employed since the time of his termination of his services and on the contrary Party II has proved the same. Hence my findings.

51. *Issue No. 6:* Vide discussion supra, I have already come to conclusion that Party I is retrenched without complying with the provisions of Sec. 25-F of the Act and as I have also held that Party I is not entitled for back wages, the only relief to which Party I is entitled to is therefore of reinstatement in service. Nevertheless, it deserves to be noted that the present reference is of the

year 1996 and therefore considerable time of around 17 to 18 years has lapsed by now. It is also apparent from the discussion supra that Party II has association with other avocations mentioned supra. That apart, records reveals that Party I has committed misconducts by remaining absent from duty, unauthorizedly and it also appears that the relation between Party I and Party II is not cordial. Thus, this situation does not favour reinstatement of Party I.

52. It is observed by the Hon'ble Apex Court in the judgment in the cases of **Incharge Officer & Anr v/s Shankar Shetty 2010(9) SCC 126 and Senior Superintendent Telegraph (Traffic) Bhopal v/s Santosh Kumar Seal & Ors AIR 2010 SC 2140**, that *"It is true that earlier view of this Court articulated in many decisions reflected the legal position that if the termination of an employee was found to be illegal, the relief of reinstatement with full back wages would ordinarily follow. However, in recent past, there has been a shift in the legal positions and in a long line of cases, this Court has consistently taken the view that relief by way reinstatement with back wages is not automatic and may be wholly inappropriate in a given fact situation even though the termination of an employee is in contravention of the prescribed procedure. Compensation instead of reinstatement has been held to meet the ends of justice."*

53. Reference also deserves to be made to the judgment in the case of **Prem Chand Sharma v/s Gannon Dunkerley & Co. Ltd. 2014 1 CLR 637** in which it is observed that whenever termination of workman is found to be illegal or in contravention of prescribed law/or rules, instead of relief of reinstatement with back wages, reasonable amount of monetary compensation would be appropriate relief.

54. In the situation in the instant case, I am of the considered opinion that payment of monetary compensation instead of reinstatement would be just, fair and proper. Records reveal that Party I was employed by Party II initially as a clerk in the year 1973 and thereafter was promoted as fieldman in the year 1981 till his services were terminated on 11-9-95. Thus, Party I has worked for Party II for around 21 to 22 years and has been litigating this matter for around 17 to 18 years. It may be mentioned here that Party I has stated in his chief examination that when he was in service of Party II, he did not receive any memos or show cause notices but has admitted in his cross examination that he had received letter/show cause notice

dated 8-6-85 (Exb. E 1) from Party II stating that he caused loss to Party II. Party I has further admitted that he was transferred by order dated 4-3-93 and was issued show cause notice dated 15-3-93 (Exb. E 2) stating that he had not resumed his duties in the transferred section and hence why action should not be taken against him. Thus, the above documentary evidence clearly establishes the conduct of Party I, meaning thereby that the version of Party I on this subject, in his chief examination cannot be believed. This being the situation and also considering the other factors such as commission of misconduct by Party I by unauthorizedly remaining absent from duty and not responding to the notices sent, thereby causing inconvenience to Party II in discharging public functions, in my view, that payment of lump sum of Rs. 50,000/- to Party I would be fair and reasonable to meet the ends of justice. In the judgment in the case of **BSNL (supra)** conduct of workman was not pointed out by the management as the defense of the management was that the concerned employee never worked with them and that he might have worked as contract employee with the contractor. Thus, the fact situation in the case in the above judgment is totally different from the fact situation in the case in the above judgement is totally different from the fact situation in the instant case and therefore the observations in this judgment cannot be made applicable to the instant case to say that Party II herein should be paid substantial amount towards compensation, like in the above case. Hence my findings.

55. In the result and in view of discussion supra, I pass the following:

ORDER

1. It is hereby held that the action of the Management of M/s. Sanjivani Sahakari Sakhar Karkhana Ltd., Ponda-Goa in terminating the services of Shri Dyaneshwar R. Kambli, "Fieldman" with effect from 11-9-95 is illegal and unjustified.
2. The Party II is directed to pay to Party I monetary compensation of Rs. 50,000/- (Rupees fifty thousand only), within two months from the date of publication of Award failing which the same shall carry interest at the rate of 9% p.a.
3. Inform the Government accordingly.

Sd/-
(B. K. Thaly)
Presiding Officer
Industrial Tribunal-
-cum-Labour Court.

Notification

No. 28/1/2014-Lab/114

The following award passed by the Industrial Tribunal and Labour Court at Panaji-Goa on 12-12-2013 in reference No. IT/36/1999 is hereby published as required by Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Shashank V. Thakur, Under Secretary (Labour).
Porvorim, 10th February, 2014.

IN THE INDUSTRIAL TRIBUNAL AND
LABOUR COURT
GOVERNMENT OF GOA
AT PANAJI

(Before Smt. Bimba K. Thaly, Presiding
Officer)

Ref. No. IT/36/1999

Shri Nazir Ansari,
C/o Gadegkar,
Collem-Goa

..... Workman/Party I

V/s

M/s. Supreme Earth Movers,
C/o Jyoti Sales Corporation,
Kamat Building,
Margao, Goa

..... Employer/Party II

Workman/Party I represented by Shri P. Gaonkar.

Employer/Party II represented by Adv. Shri G. B. Kamat.

AWARD

(Passed on 12th day of December, 2013)

By order dated 12-4-99, bearing No. IRM/CON/ /SG/(44)/98/2106, the Government of Goa in exercise of powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947) (for short The Act), has referred the following dispute to this Tribunal for adjudication.

"(1) Whether the action of the management of M/s. Supreme Earth Movers, Margao-Goa, in terminating the services of Shri Nazir Ansari, Showel Operator, with effect from 30-6-1998, is legal and justified?

(2) If not, to what relief the workman is entitled?"

2. Upon receipt of the dispute the same was registered as Ref. No. IT/36/99 and registered A/D notices were issued to both the parties. Party I filed the claim statement at Exb. 3 and Party II filed the written statement at Exb. 4. Party I then filed the rejoinder at Exb. 5.

3. It is in short the case of Party I that he was working as shovel operator since 22-11-1995 till the date of his termination with effect from 30-6-98, at the loading point of M/s. Sesa Goa Ltd., at Sanvordem loading point. It is stated that on 30-6-98 the employer orally informed him not to attend the duties from that day. That the workman by his letter represented before the employer that he was refused the employment and he should be reinstated but no reply was received from the employer and as such the workman by letter dated 10-8-1998 raised an industrial dispute before the Conciliation Officer who called both the parties for joint discussions but Party II did not attend and the matter was ended in failure. It is stated that thereafter upon receipt of failure report, Government referred the dispute for adjudication. It is the case of Party I that he had worked for more than two and half years continuously and put more than 240 days actual attendance for preceding twelve months before his illegal termination. That he was not given any notice nor any notice was paid. It is stated that the workman was also not paid any legal dues on the day of termination or thereafter. It is stated that no enquiry was conducted before his termination and that the management has not complied with Section 25-F and Section 25-FFF of the Act and hence the termination is illegal, unjustified and bad in law.

4. In the written statement Party II has denied the case set up by Party I in the claim statement and has stated that Party II is the owner of shovel and at the relevant time was letting on hire the shovel along with operator to third parties/contractors for the periods as per mutual agreements. It is stated that during the period from September, 1995 to July, 1997, the employer firm had let on hire the shovel to M/s. Shantadurga Enterprises, Sanvordem, Goa, a contractor who had taken up the work of loading of mineral ores at the loading point of M/s. Sesa Goa Ltd. at Sanvordem, Goa. It is stated that Party II had no control over the work to be allotted by the hirer of shovels and depending upon the fitness and working condition of shovel and the work allotted by the hirers, the employer firm was to employ the shovel operator. It is stated that Party I was appointed from 21-11-95 and continued to work till 31-3-96 on monthly salary of Rs. 3,500/- and from 1-4-96 the workman left the job. It is stated that the workman

did not come for work from 1-4-96 to 30-9-97. It is stated that workman again offered himself for work as shovel operator from 1-10-97 and continued to work till 31-3-98. It is stated that the workman was paid his monthly salary without any deductions at all the time irrespective of his absence or irrespective of hirer of shovel allotted him work on particular day or not. It is stated that at no point of time after 31-3-98, there was a demand made either expressly or impliedly or directly or indirectly by the workman for reinstatement and refusal on the part of management of employer firm. It is stated that no industrial dispute consequently came into existence on the date of order of present reference i.e. on 12-4-1999 and therefore the present reference is incompetent and liable to be and should be rejected. Thus, according to Party II the workman is not entitled to any of the reliefs prayed for and Party II has therefore prayed to reject the reference.

5. In the rejoinder Party II has denied the contentions raised by Party I in the claim statement and has stated that in the first week of April, 98, Party I approached the Party II and requested for allowing him to resume the duty. On the basis of averments of the respective parties issues dated 17-9-99 at Exb.6 were framed. In the course of further proceedings one more issue being issue No. 2A, at Exb.11, was framed vide order dated 6-12-2000.

6. During evidence Party I Shri Nazir Ansari examined himself as witness No. 1 and Shri Sadik Shaikh as witness No. 2. On the other hand Party II examined only one witness namely Smt. Asha Mudkani.

7. Both the parties filed written submissions, which are on record at Exb.16 and Exb.17 respectively.

8. I have gone through the records of the case and have duly considered the written submissions filed by both the parties. I am reproducing herewith the issues along with their findings and reasons thereof:

Sr. No.	Issues	Findings
1	2	3
1.	Whether the Party I proves that he was employed with Party II as a Shovel Operator from 22-11-95 and he worked continuously till the date of termination of his service?	Negative.
2.	Whether the Party I proves that the Party II terminated his services w. e. f. 30-6-98 which is illegal and unjustified?	Negative.

1	2	3
2A. Whether the Party II proves that there is no industrial dispute and hence the reference made by the Government is incompetent and liable to be rejected?		Negative.
3. Whether the Party II proves that the Party I is gainfully employed?		Negative.
4. Whether the Party I is entitled to any relief?		Negative.
5. What Award?		As per order below.

REASONS

9. Although this court has framed around four issues based on the pleadings of the parties, issue No. 2A is the one who goes to the root of the matter and hence needs to be answered before answering the remaining issues. This is because, if this issue is answered in the positive, it is not required to answer the remaining issues. Hence I answer issue No. 2A before answering other issues.

10. *Issue No. 2A:* In para 7 of the written statement, it is the specific case of Party II that at no point of time after 31-3-1998 there was a demand made either expressly or impliedly or directly or indirectly by the workman for reinstatement and refusal on the part of the Management of Employer firm. It is pleaded in this para that consequently, no industrial dispute came into existence on the date of order of present reference i.e. 12-4-1999 and hence the present reference is incompetent and is liable to be and should be rejected.

11. It may be mentioned here that in para 2 (c) of the claim statement, Party I has pleaded that vide his letter he represented before the employer that he was refused the employment and that he should be reinstated but no reply was received from the employer.

12. It deserves to be noted that Party I in his cross examination has spoken about he sending letter dated 15-7-98 to Party II requesting to take him back in service and this statement of Party I is denied by Party II. Further, in the cross examination of Smt. Asha Mudkani she was shown a letter dated 15-7-98 (without in any way suggesting that by this letter Party I had requested Party II to take him back in service) but this witness has refused of having

received the said letter from Party I. Thus, the fact that remains is that Party I has not produced any documentary evidence on record to establish that he had raised a written demand requesting the employer for reinstatement in service. Consequently, it follows that there is nothing on record indicating that such demand was raised by Party I before Party II.

13. Ld. Advocate for Party II relied on the judgment in the case of **Sindhu Resettlement Corporation Ltd. v/s Industrial Tribunal of Gujrat and Ors. AIR 1968 SC 529**, in which it is observed as under:

"If no dispute at all is raised by the employees with the management, any request sent by them to the Government would only be a demand by them and not an industrial dispute between them and their employer. An industrial dispute, as defined, must be a dispute between employers and employers, employers and workmen, and workmen and workmen. The Government has to come to an opinion that an industrial dispute does exist and that opinion can only be formed on the basis that there was a dispute between the employee and the employer."

Where the retrenched employee and the union had confined their demand to the management to retrenchment compensation only and did not make any demand for reinstatement, the reference made by the Government under section 10 in respect of reinstatement is not competent. The only reference which the Government could have made had to be related to payment of retrenchment compensation."

14. Ld. Advocate for Party II also relied on the judgment in the case of **Capital Ltd. v/s Eighth Industrial Tribunal, West Bengal and Ors. 2006 (111) FLR 597 (Calcutta High Court)** in which by referring to the judgment in the case of **Sindhu Resettlement (supra)** held that no reference can be made unless the dispute is raised by the workman with the employer.

15. It may be mentioned here that the judgment in the case of **Sindhu Resettlement (supra)** has been considered in the judgment in the case of **Shambu Nath Goyal v/s Bank of Baroda (1978) 2 SCC 353** in which case the workmen was dismissed by the bank and in their written statement the Bank had raised the preliminary objection that no demand oral or in writing was raised upon the management in respect of the workmen and there was no industrial dispute in existence and therefore the reference was incompetent. The Industrial Tribunal upheld this preliminary objection. In

appeal before the Hon'ble Apex Court it is observed that the Industrial Disputes Act nowhere contemplates that the dispute would come into existence in any particular, specific or prescribed manner and that for coming into existence of an industrial dispute a written demand is not a *sine qua non*. By referring to the definition of the term "Industrial Dispute" u/s 2(k) of the I.D. Act, it is observed in this judgment as under:

"Thus the terms "Industrial Dispute" connotes a real and substantial difference having some element of persistency and continuity till resolved and likely if not adjusted to endanger the industrial peace of the undertaking or the community. When parties are at variance and the dispute or difference is connected with the employment, or non-employment or the terms of employment or with the conditions of labour there comes into existence an industrial dispute. To read into definition the requirement of written demand for bringing into existence an industrial dispute would tantamount of re-writing the section."

16. In the light of above observations of the Hon'ble Apex Court wherein it is clear that a written demand is not a *sine qua non* for coming into existence of an industrial dispute and that written demand is not the requirement of the term "industrial dispute" under the Act viz-a-viz the material on record in the instant case, I am of the considered opinion that Party II has failed to prove that the present reference is incompetent as no industrial dispute came into existence on the date of the order of the present reference i.e. 12-4-99. Hence this issue is answered in the negative.

17. *Issue Nos. 1, 2:* Both these issues are answered together for the sake of convenience being interconnected.

18. There is otherwise no dispute between the parties that Party I was employed with Party II as shovel operator since 22-11-95. It is the case of Party I that he was continuously employed till 30-6-98 on which day the employer orally informed him not to attend the duties from that day. Whereas according to Party II upon his appointment on 21-11-95 Party I continued to work till 31-3-96 and that he did not come for work from 1-4-96 to 30-9-97 but again offered himself for work from 1-10-97 and continued to work from 31-3-98 on which date his services were terminated by Party II.

19. Party I has not produced any documentary evidence on record to show his continuous service

with Party II till the date of termination which according to him was 30-6-98. However, Party II in the cross examination of Party I has shown to him the payment vouchers dated 6-12-95, 4-1-96, 16-2-96, 8-3-96, 10-11-97, 16-12-97, 23-1-98, 10-2-98, 16-3-98 and 13-4-98 and Party I has admitted of the signing these vouchers. The same are marked as Exb. E-1 colly. It may be mentioned here that while under cross examination Party I did not make any statement to the effect that besides signing the vouchers at Exb. E-1 colly he had also signed more vouchers towards the work done by him during the period from 1-4-96 to 30-9-97 nor it has been suggested to Smt. Asha Mudkani that Party I had also signed vouchers for the period from 1-4-96 to 30-9-97. This was required because the vouchers at Exb. E-1 colly pertained to the payment for the work done during the period from 22-11-95 to 31-3-96 and from 1-10-97 to 31-3-98, which is precisely the case of Party II.

20. Ld. representative of Party I referred to the judgment in the case of **The Managing Director, Orrissa Forest Development Corporation Limited v/s State of Orrissa 2002 LLR 110** in which it is observed that where workmen claims to be in continuous service and also claims that he was paid wages for the period he worked but cannot produce any material in proving such claim except making an averment, the document relating to payment of wages remaining in possession of the employer, it is the duty of the employer to produce all records to arrive at a just decision.

21. I have already pointed out in the preceding discussion that while identifying the signatures at Exb. E-1 colly, Party I did not state that he had also signed more vouchers and therefore in such situation it would not be proper and justified to say that it is the case of the Party I that he was paid for the entire period from 22-11-95 till 30-6-98 during which period he claims to have worked. No doubt, it is suggested to Smt. Asha Mukdani in her cross examination that she has paid wages to Party I till June 1998 but it is seen that this specific case is not pleaded by Party I in the claim statement or in his rejoinder nor such a statement has been made by Party I in his evidence. Thus, this suggestion put to Smt. Asha Mukdani cannot be read to mean that it in any way helps Party I to prove payment of wages by Party II continuously from 22-11-95 to 30-6-98. This being the case, the observations in the above judgment cannot be imported in this case to say that it was the duty of the Party II to have produced on record the relevant documents to enable the court to arrive at a just decision. This is

because in the case in the above judgment the workman apart from claiming to be in continuous service had also claimed that he was paid wages for the period he worked. Consequently, it follows that there is no evidence before this court to establish that Party I worked for Party II during the period from 25-11-95 to 30-6-98 or that he was paid for the period from 1-4-96 to 30-9-97 or that he was in continuous employment of Party II since 22-11-95.

22. It deserves to be noted that Smt. Asha Mukdani has in her cross examination stated that no wage slips were issued to the employees and that at the time of making of the payment signatures were taken on the vouchers. The above statements made by this witness are not denied in her cross examination. In his written arguments it is submitted by Id. representative of Party I that attendance register and payment register are intentionally not produced by the employer in order to hide the truth. It is however seen that in her chief examination Smt. Asha Mukdani has made it clear that Party II is not maintaining the attendance register pertaining to services of Party I. She has also stated in her cross examination that Party II is not maintaining overtime register and though payment register is maintained by Party II, no signature of worker is obtained on this registered but it is obtained on the voucher. The above statements made by this witness are not denied in her cross examination by suggesting otherwise. This being the case, the question of Party II producing the aforesaid documentary evidence before the court, does not arise.

23. Be that as it may, in his rejoinder Party I has categorically stated that in the first week of April 98 he approached Party II and requested for allowing him to resume the duty. In his cross examination after the above averment made in the rejoinder was brought to the notice of Party I, he corrected himself by saying that he has wrongly stated in the rejoinder that he approached Party II in the first week of April 98 requesting to allow him to join the duties. The above correction made by Party I while under cross examination does not appear to be convincing and on the contrary it supports the case of Party II which is that the services of Party I were terminated on 31-3-98. Thus, the logical conclusion that could be drawn from the above is that Party I approached Party II requesting to allow him to resume duty from 1-4-98 only because his services were terminated on 31-3-98.

24. The above discussion therefore makes it clear that Party I has totally failed to prove that he worked continuously from 22-11-95 or that his services were terminated by Party II w. e. f. 30-6-98. Consequently, the case projected by Party I about illegal termination of his service by Party II w. e. f. 30-6-98 cannot stand. Being so, the question of Party II complying with the provisions of Section 25F of the Act does not arise.

Hence my findings.

25. *Issue No. 3:* In para 9 of the claim statement Party I has pleaded that he is unemployed till date whereas it is the defence of Party II vide para 12 of the written statement that Party I is gainfully employed elsewhere. In his examination in chief Party I has stated that since the date of termination of his service he is unemployed. However in his written submission learned advocate for Party II made it clear that he does not press this issue and being so, the same needs no discussion. Hence this issue is answered in the negative.

26. *Issue No. 4:* In the light of discussion supra, Party I is not entitled to any relief.

27. It may be mentioned here that pursuant to the schedule to the terms of reference, this court is required to adjudicate as to whether the action of Party II in terminating the services of Party I w. e. f. 30-6-98 is legal and justified. However, discussion above makes it clear that Party I has failed to prove that his services were terminated by Party II w. e. f. 30-6-98 and on the contrary what is apparent from the aforesaid discussion is that the services of Party I were terminated by Party II on 31-3-98. This being the case, the reference sent to this court for adjudication becomes incompetent.

28. In the result, I pass the following.

ORDER

1. It is hereby held that the reference sent to this Court to adjudicate as to whether the action of the management of M/s. Supreme Earth Movers, Margao-Goa in terminating the services of Shri Nazir Ansari, Showel Operator, with effect from 30-6-1998, is legal and justified, is incompetent.
2. Party I workman Shri Nazir Ansari, Showel Operator is therefore not entitled to any relief.

3. No order as to costs.

Inform the Government accordingly.

Sd/-
(Bimba K. Thaly)
Presiding Officer
Industrial Tribunal-cum-Labour
Court-I.

◆◆◆
Department of Personnel

—
Order

No. 3/1/80-PER(Part) Vol. I/4516

In pursuance to the Government of India, Ministry of Home Affairs, New Delhi, Order No. 14020/02/2014-UTS-I (Part II) dated 18-07-2014, the Government of Goa is pleased to relieve Shri Brahm Singh, IPS, of AGMU Cadre on 22-08-2014 (a.n.) from this Administration with direction to report to New Delhi Administration.

By order and in the name of the Governor of Goa.

R. Aga, Under Secretary (Personnel-II).

Porvorim, 18th August, 2014.

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Order

No. 13/12/2014-PER/4527

Government of Goa is pleased to grant extension in service to Shri Orlando Rodrigues, Director of

Agriculture, Panaji beyond the date of his superannuation for a period of one year w.e.f. 01-09-2014 to 31-08-2015.

The extension is subject to termination without assigning any reason at any time during the period of extension.

By order and in the name of the Governor of Goa.

R. Aga, Under Secretary (Personnel-II).

Porvorim, 18th August, 2014.

—
Order

No. 5/13/2006-PER (Part)/4302

Shri R. Aga, Under Secretary, Personnel-II shall hold charge of the post of Under Secretary, Forest in addition to his own duties with immediate effect till 05-08-2014 during which period Smt. Maria Nivette F. D. Sapeco, Under Secretary, Forest has been recommended rest by the Department of Medicine, Goa Medical College as she is suffering from Pivax Malaria.

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 25th July, 2014.

Memorandum

No. 6/8/2014-PER

- Read: (1) Memorandum No. 5/8/2003-PER dated 20-06-2006.
(2) Memorandum No. 5/8/2003-PER dated 20-10-2006.
(3) Memorandum No. 5/1/2010-PER dated 20-08-2010.
(4) Memorandum No. 5/1/2010-PER dated 12-07-2011.
(5) Memorandum No. 5/1/2010-PER dated 24-08-2011.
(6) Corrigendum No. 5/1/2010-PER dated 29-09-2011.
(7) Memorandum No. 5/1/2010-PER dated 16-03-2012.
(8) Memorandum No. 5/1/2010-PER dated 14-08-2012.
(9) Memorandum No. 5/1/2010-PER dated 18-02-2013.

The Seniority of Junior Scale Officers of Goa Civil Service was finalized vide Memorandum dated 14-08-2012, stating that the placement of Shri Meghanath P. Porob, shall be subject to the outcome of report of the Ombudsman on the representation filed by Shri Prasanna A. Acharya & 3 Others.

The Ombudsman on hearing the Petitioners viz. Shri Prasanna A. Acharya, Shri Nikhil U. Dessai, Shri Arvind V. Bugde and Shri Siddhivinayak S. Naik and Respondents viz. Shri Gurudas P. Pilarnekar and Shri Meghanath P. Porob has given his report and his findings, vide Report No. OMBD/2-96/2011-12 dated 04-10-2012.

The Government has accepted the report in toto and accordingly in pursuance to the recommendation of the Ombudsman and on the basis of the directions of the Government the tentative seniority dated 18-02-2013 of the Goa Civil Service Officers was drawn and objections were invited. A Committee of Secretaries was constituted to study the objections received and to submit its recommendations. The Committee of Secretaries submitted its recommendations vide report dated 29-01-2014.

The Government has not accepted the recommendations of the Committee of Secretaries and the final seniority of Officers of Goa Civil Service as per the Ombudsman Report and decision of the Government is recasted as under:-

Sr. No.	Name of the Officer	Date of Appointment	Direct/ /Promotee	Date of Birth	Remarks
1	2	3	4	5	6
1.	Shri A. K. Wasnik	01-12-1981	D	04-12-1953	Seniority stands finalized vide Office Memorandum No. 5-7-99-PER (Vol. I) dated 19-6-2002 and will remain undisturbed
2.	Shri S. P. Dixit	07-07-1984	D	15-01-1955	-do-
3.	Shri J. B. Singh	26-07-1985	D	01-07-1958	-do-
4.	Shri Cholleti Prabhakar	24-07-1985	D	09-06-1956	-do-
5.	Shri W. V. Ramana Murthy	19-08-1985	D	04-07-1959	-do-
6.	Shri Pratapsingh Meena	29-09-1986	D	03-11-1951	-do-
7.	Shri D. A. Hawaldar	15-07-1988	D	15-09-1960	-do-
8.	Shri N. Suryanarayana	27-06-1988	D	10-08-1961	-do-
9.	Shri P. Sreenivasa Reddy	17-06-1988	D	15-05-1962	-do-
10.	Shri R. Mihir Vardhan	23-05-1988	D	11-12-1960	-do-
11.	Shri G. G. Kambli	16-05-1985	P	12-09-1947	-do-
12.	Shri K. B. Surjuse	16-05-1985	P	-----	-do-
13.	Shri Swapnil M. Naik	09-01-1998	D	04-06-1973	-do-
14.	Shri C. J. Kamble	22-01-1997	P	17-07-1947	-do-
15.	Shri Elvis Presly Gomes	09-01-1998	D	01-01-1963	-do-
16.	Shri A. S. Awale	22-01-1997	P	27-06-1947	-do-
17.	Smt. Angela Menezes	22-01-1997	P	14-01-1946	-do-
18.	Shri Sandip Jacques	09-01-1998	D	26-05-1971	-do-
19.	Shri Menino D'Souza	09-01-1998	D	02-11-1963	-do-
20.	Shri Vasant P. Bodnekar	22-01-1997	P	07-08-1949	-do-
21.	Shri D. H. Kenaudekar	22-01-1997	P	14-04-1950	-do-
22.	Shri G. H. Kenaudekar	22-01-1997	P	14-04-1950	-do-
23.	Shri Arun L. Dessai	09-01-1998	D	24-11-1959	-do-
24.	Shri M. B. Kumthekar	22-01-1997	P	05-09-1953	-do-
25.	Shri Melvyn Vaz	09-01-1998	D	09-03-1966	-do-
26.	Shri Saktharam V. Naik	09-01-1998	D	26-06-1960	-do-
27.	Shri A. B. Bhartu	22-01-1997	P	09-02-1946	-do-
28.	Smt. Candida Fernandes	22-01-1997	P	14-11-1950	-do-
29.	Kum. Margaret A. Fernandes	09-01-1998	D	18-07-1960	-do-
30.	Shri N. D. Agrawal	22-01-1997	P	01-01-1953	-do-
31.	Shri N. B. Narvekar	22-01-1997	P	15-01-1952	-do-
32.	Shri P. K. Patidar	22-01-1997	P	31-08-1954	-do-
33.	Shri Narayan Sawant	09-01-1998	D	24-11-1962	-do-
34.	Shri G. P. Naik	22-01-1997	P	05-05-1951	-do-
35.	Shri Sanjit Rodrigues	09-01-1998	D	15-07-1971	-do-
36.	Shri J. B. Bhingui	22-01-1997	P	25-04-1955	-do-
37.	Shri Y. S. Pai Bir	22-01-1997	P	20-06-1946	-do-

1	2	3	4	5	6
38.	Smt. Madhura Naik	22-01-1997	P	30-04-1957	Seniority stands finalized vide Office Memorandum No. 5-7-99-PER (Vol. I) dated 19-6-2002 and will remain undisturbed
					Smt. Madhura Naik was terminated from services vide Order dated 05-02-2004 and after taking an undertaking she was re-instated in service as fresh appointee vide Order dated 18-08-2006. Hence, her position at Sr. No. 38 may be considered as deleted and Smt. Naik is given fresh position at Sr. No. 120.
39.	Shri Ashok N. P. Desai	22-01-1997	P	10-10-1947	-do-
40.	Shri Damodar B. Shanke	09-01-1998	D	10-05-1961	-do-
41.	Kum. Yvoane Cunha	22-01-1997	P	-----	-do-
42.	Shri A. Mascarenhas	22-01-1997	P	05-05-1946	-do-
43.	Shri Sanjiv M. Gadkar	09-01-1998	D	14-02-1973	-do-
44.	Shri Cipriano Fernandes	22-01-1997	P	16-09-1949	-do-
45.	Shri Yetindra M. Maralkar	09-01-1998	D	05-10-1970	-do-
46.	Shri Ashok Korgaonkar	22-01-1997	P	24-05-1947	-do-
47.	Shri Prabhu A. Kenaudekar	22-01-1997	P	10-10-1946	-do-
48.	Shri C. L. Malgaonkar	22-01-1997	P	01-10-1946	-do-
49.	Shri Gopalkrishna Padgaonkar	22-01-1997	P	11-01-1951	-do-
50.	Shri Vinesh Arlekar	09-01-1998	D	07-10-1965	-do-
51.	Shri R. B. Sanvordekar	22-06-1999	P	05-09-1946	-----
52.	Shri A. G. D. S. Pereira	22-06-1999	P	10-01-1948	-----
53.	Shri Manohar F. Tendulkar	22-06-1999	P	24-10-1943	-----
54.	Shri Jose F. A. Rodrigues	22-06-1999	P	05-07-1944	-----
55.	Shri Amarsen W. Rane	17-04-2003	D	12-04-1968	-----
56.	Shri Anthony Nunes	22-06-1999	P	15-01-1943	-----
57.	Kum. Maria Olinda Fernandes	22-06-1999	P	02-04-1949	-----
58.	Shri Joseph Monteiro	22-06-1999	P	18-12-1949	-----
59.	Shri Patrick Mendes	22-06-1999	P	06-10-1944	-----
60.	Shri Prasad V. Lolayekar	11-04-2003	D	27-05-1968	-----
61.	Kum. Juliet Moraes	22-06-1999	P	05-12-1940	-----
62.	Shri P. P. Palondikar	22-06-1999	P	25-02-1943	-----
63.	Shri Y. B. Tavde	22-06-1999	P	01-06-1957	-----
64.	Shri H. D. Mashelkar	22-06-1999	P	28-08-1950	-----
65.	Shri Michael M. D'Souza	11-04-2003	D	22-10-1975	-----
66.	Shri R. J. Kamat	14-08-2002	P	02-11-1940	-----
67.	Shri T. S. Sawant	22-06-1999	P	02-10-1958	-----
68.	Shri E. P. Pereira	17-04-2000	P	25-01-1944	-----
69.	Shri S. Y. Bhikoji	17-04-2000	P	01-12-1948	-----
70.	Shri Dattaram G. Sardessai	11-04-2003	D	07-10-1963	-----
71.	Shri B. S. Mashelkar	14-08-2002	P	15-07-1944	-----
72.	Smt. Alda Pinto D'Silva	17-04-2000	P	01-10-1942	-----
73.	Shri Gopal A. Parsekar	17-04-2000	P	04-02-1965	-----

1	2	3	4	5	6
74.	Shri U. D. Gaitonde	17-04-2000	P	19-11-1944	----- Retired
75.	Shri Nikhil U. Dessai	25-07-2003	D	30-03-1975	-----
76.	Shri R. B. Kawthankar	17-04-2000	P	29-07-1942	----- Retired
77.	Kum. Isabela Pereira	14-08-2002	P	07-07-1943	----- Retired
78.	Shri Francisco Teles	17-04-2000	P	19-06-1951	----- Retired
79.	Smt. Cecelia Noronha e Costa	14-08-2002	P	22-11-1944	----- Retired
80.	Shri Prasanna A. Acharya	25-07-2003	D	29-07-1976	-----
81.	Shri Anthony Rebello	17-04-2000	P	31-12-1946	----- Retired
82.	Shri P. S. Pednekar	14-08-2002	P	28-05-1943	----- Retired
83.	Shri Joasinho Vaz	14-08-2002	P	16-09-1951	----- Retired
84.	Shri Arvind D. Loliyekar	17-04-2000	P	24-04-1961	-----
85.	Shri Arvind V. Bugde	25-07-2003	D	14-12-1968	-----
86.	Smt. P. A. D'Souza	17-04-2000	P	21-06-1948	----- Retired
87.	Shri Vallabh K. Kamat	14-08-2002	P	08-03-1951	----- Retired
88.	Shri B. T. Mahale	14-08-2002	P	08-10-1946	----- Retired
89.	Shri Elias Fernandes	12-09-2006	P	08-09-1946	----- Retired
90.	Shri Siddhivinayak S. Naik	25-07-2003	D	05-02-1978	-----
91.	Shri M. T. Verlekar	12-09-2006	P	29-06-1944	----- Retired
92.	Shri Janardan V. Pednekar	14-08-2002	P	24-08-1951	----- Deemed to be promoted (Retired)
93.	Shri D. K. Redkar	14-08-2002	P	01-03-1949	----- Retired
94.	Shri R. A. Verlekar	12-09-2006	P	01-09-1942	----- Retired
95.	Shri Levinson J. Martins	05-08-2004	D	30-09-1966	-----
96.	Shri Shamsundar G. Korgaonkar	14-08-2002	P	03-07-1953	----- Deemed to be promoted
97.	Shri L. S. Pereira	12-09-2006	P	29-06-1957	-----
98.	Shri Sunil P. Masurkar	14-08-2002	P	01-03-1967	----- Deemed to be promoted
99.	Shri N. S. Navti	14-08-2002	P	19-03-1959	----- -do-
100.	Shri Gurudas P. Pilarnekar	11-04-2003	D	06-11-1964	-----
101.	Shri P. K. Velip Kankar	12-09-2006	P	02-07-1955	-----
102.	Shri M. K. Vasta	12-09-2006	P	24-10-1956	----- Expired
103.	Shri Vijay M. Paranjape	12-09-2006	P	29-07-1965	-----
104.	Smt. Shabari Manjrekar	12-09-2006	P	09-12-1964	-----
105.	Shri Meghanath P. Porob	11-04-2003	D	13-05-1968	-----
106.	Shri Venancio Furtado	12-09-2006	P	18-05-1966	-----
107.	Shri Narayan V. Prabhudessai	12-09-2006	P	26-06-1962	-----
108.	Shri Agnelo A. J. Fernandes	12-09-2006	P	03-11-1963	-----
109.	Shri Derrick P. Neto	12-09-2006	P	19-03-1967	-----
110.	Shri Srinet N. Kotwale	25-07-2003	D	13-05-1979	-----
111.	Kum. Linette Ferrao	12-09-2006	P	29-10-1953	----- Retired
112.	Shri Dipak Dessai	12-09-2006	P	16-02-1968	-----
113.	Shri C. D. Gaude	12-09-2006	P	08-07-1951	----- Voluntarily Retired
114.	Shri K. V. Signapurker	12-09-2006	P	15-10-1957	-----
115.	Shri Jayant G. Tari	25-07-2003	D	23-04-1969	-----
116.	Shri Anant R. Naik	12-09-2006	P	14-08-1949	----- Retired
117.	Shri Ashok Redkar	12-09-2006	P	18-02-1955	-----
118.	Smt. Jyoti D. Chawaria	12-09-2006	P	25-12-1949	----- Retired
119.	Smt. Pushpalata R. Arlekar	12-09-2006	P	24-03-1958	-----
120.	Smt. Madhura V. Naik	18-08-2006	D	30-04-1957	----- See remarks at Sr. No. 38
121.	Shri B. S. Kudalkar	12-09-2006	P	20-12-1952	----- Retired
122.	Shri V. P. Dangui	12-09-2006	P	27-09-1973	-----
123.	Shri Dipak M. Bandekar	12-09-2006	P	12-03-1967	-----
124.	Shri Vikas S. N. Gaunekar	12-09-2006	P	21-08-1967	-----
125.	Smt. Deepali D. Naik	12-09-2006	P	18-07-1968	-----

1	2	3	4	5	6
126.	Shri Raju V. Gawas	12-09-2006	P	25-12-1969	----
127.	Shri Anthony J. D'Souza	12-09-2006	P	08-01-1973	----
128.	Smt. Sandhya S. Kamat	12-09-2006	P	15-07-1965	----
129.	Shri Damodar S. Morajkar	12-09-2006	P	22-03-1967	----
130.	Smt. Meena H. Naik Goltekar	12-09-2006	P	25-06-1962	----
131.	Smt. Laura Britto e Madre Deus	12-09-2006	P	28-05-1964	----
132.	Kum. Irene Vitoria Sequeira	12-09-2006	P	12-04-1962	----
133.	Shri Shivaji B. Dessai	12-09-2006	P	15-06-1961	----
134.	Shri Vassudev N. Shetye	12-09-2006	P	06-09-1971	----
135.	Shri Rajendra D. Mirajkar	12-09-2006	P	08-11-1964	----
136.	Shri R. K. Satardekar	12-09-2006	P	12-07-1969	----
137.	Shri Dilip Chavan	12-09-2006	P	11-04-1951	Retired
138.	Kum. Vasanti H. Parvatkar	12-09-2006	P	03-01-1956	----
139.	Shri N.P. Singnapurker	12-09-2006	P	16-07-1956	----
140.	Shri Shrikant M. Polle	12-09-2006	P	05-01-1950	Retired
141.	Shri Jagannath P. Chari	12-09-2006	P	17-10-1949	Retired
142.	Smt. Maria de Jesus Rebeiro e Pires	12-09-2006	P	08-06-1952	Retired
143.	Shri Shamsunder Y. Parab	12-09-2006	P	04-08-1958	----
144.	Kum. Tereza Mendonca	12-09-2006	P	26-11-1948	Retired
145.	Smt. Sneha S. Morajkar	12-09-2006	P	21-09-1961	----
146.	Shri Pravin M. S. Barad	12-09-2006	P	20-05-1963	----
147.	Smt. Ansa C. Gohar	12-09-2006	P	15-08-1951	Retired
148.	Shri Ashok V. Rane	12-09-2006	P	13-07-1961	----
149.	Smt. Upasana Mazgaonkar	12-09-2006	P	01-07-1971	----
150.	Shri Sabaji P. Shetye	12-09-2006	P	26-07-1959	----
151.	Shri Prashant P. Shirodkar	12-09-2006	P	08-05-1967	----
152.	Shri Sanjeev C. Gauns Dessai	12-09-2006	P	17-06-1970	----
153.	Shri R. K. Halarnkar	12-09-2006	P	08-01-1958	----

The placement of Shri Gopal A. Parsekar, is shown as per recommendation of the review DPC held on 28-03-2012 to place him above Shri U. D. Gaitonde for the reserved SC vacancy of 1999.

By order and in the name of the Governor of Goa.

R. Aga, Under Secretary (Personnel-II).

Porvorim, 24th June, 2014.

Memorandum

No. 6/8/2014-PER

Read: (1) Memorandum No. 5/8/2003-PER dated 20-06-2006.
(2) Memorandum No. 6/8/2014-PER dated 24-06-2014.

The Seniority of Officers of Goa Civil Service was last finalized vide Memorandum No. 6/8/2014-PER dated 24-06-2014.

Consequently, representations of Officers namely S/Shri Arun L. Desai and Sandip Jacques, whose seniority in Junior Scale has already been finalized vide Memorandum No. 5-7-99-PER(Vol. I) dated 19-6-2002, objected to their positions shown in the Memorandum dated 24-06-2014 stating that consequent to their promotion to the senior scale of Goa Civil Service their seniority has changed based on the recommendations of the Goa Public Service Commission made at the time of promoting them to senior scale in terms of Rule 21 of Goa Civil Service Rules, 1997.

Whereas the Government has finalized the seniority list vide Memorandum dated 24-06-2014 of the Goa Civil Service Officers, as per their ranking in the final seniority issued in the year 2006.

And Whereas in accordance with their ranking given as per the select list prepared and conveyed by the Goa Public Service vide DPC minutes dated 26-11-2004 at the time of promotion to the senior scale of Goa Civil Service is as under and the same shall be incorporated in the Memorandum dated 24-06-2014 to form a composite seniority of the Goa Civil Service Officers:-

Sr. No.	Name of the Officer	Date of Appointment	Direct/ /Promotee	Date of Birth	Remarks	
1	2	3	4	5	6	
1.	Shri A. K. Wasnik	01-12-1981	D	04-12-1953	Seniority in Junior Scale stands finalized vide Office Memorandum No. 5-7-99-PER (Vol. I) dated 19-6-2002 and will remain undisturbed	Inducted to IAS and stands retired
2.	Shri S. P. Dixit	07-07-1984	D	15-01-1955	-do-	Inducted to IAS
3.	Shri J. B. Singh	26-07-1985	D	01-07-1958	-do-	Inducted to IAS
4.	Shri Cholleti Prabhakar	24-07-1985	D	09-06-1956	-do-	Inducted to IAS
5.	Shri W. V. Ramana Murthy	19-08-1985	D	04-07-1959	-do-	Inducted to IAS
6.	Shri Pratapsingh Meena	29-09-1986	D	03-11-1951	-do-	Inducted to IAS
7.	Shri D. A. Hawaldar	15-07-1988	D	15-09-1960	-do-	Inducted to IAS
8.	Shri N. Suryanarayana	27-06-1988	D	10-08-1961	-do-	Retired
9.	Shri P. Sreenivasa Reddy	17-06-1988	D	15-05-1962	-do-	Inducted to IAS
10.	Shri R. Mihir Vardhan	23-05-1988	D	11-12-1960	-do-	Inducted to IAS
11.	Shri G. G. Kambli	16-05-1985	P	12-09-1947	-do-	Retired
12.	Shri K. B. Surjuse	16-05-1985	P	-----	-do-	Retired
13.	Shri Sandip Jacques	09-01-1998	D	26-05-1971	-do-	Promoted to Senior Scale
14.	Shri C. J. Kamble	22-01-1997	P	17-07-1947	-do-	Retired
15.	Shri Arun L. Dessai	09-01-1998	D	24-11-1959	-do-	Promoted to Senior Scale
16.	Shri A. S. Awale	22-01-1997	P	27-06-1947	-do-	Retired
17.	Smt. Angela Menezes	22-01-1997	P	14-01-1946	-do-	Retired
18.	Shri N. D. Agrawal	22-01-1997	P	01-01-1953	-do-	Promoted to Senior Scale/Retired
19.	Shri Swapnil M. Naik	09-01-1998	D	04-06-1973	-do-	Promoted to Senior Scale
20.	Shri Vasant P. Bodnekar	22-01-1997	P	07-08-1949	-do-	Retired
21.	Shri D. H. Kenaudekar	22-01-1997	P	14-04-1950	-do-	Retired
22.	Shri G. H. Kenaudekar	22-01-1997	P	14-04-1950	-do-	Expired
23.	Shri Elvis Presly Gomes	09-01-1998	D	01-01-1963	-do-	Promoted to Senior Scale
24.	Shri Menino D'Souza	09-01-1998	D	02-11-1963	-do-	Promoted to Senior Scale
25.	Shri Sakharam V. Naik	09-01-1998	D	26-06-1960	-do-	Promoted to Senior Scale
26.	Smt. Candida Fernandes	22-01-1997	P	14-11-1950	-do-	Promoted to Senior Scale/Retired
27.	Shri A. B. Bhartu	22-01-1997	P	09-02-1946	-do-	Retired
28.	Shri N. B. Narvekar	22-01-1997	P	15-01-1952	-do-	Promoted to Senior Scale/Retired
29.	Shri P. K. Patidar	22-01-1997	P	31-08-1954	-do-	Promoted to Senior Scale
30.	Shri Narayan Sawant	09-01-1998	D	24-11-1962	-do-	Promoted to Senior Scale

1	2	3	4	5	6
31.	Shri G. P. Naik	22-01-1997	P	05-05-1951	Seniority in Junior Scale stands finalized vide Office Memorandum No. 5-7-99-PER (Vol. I) dated 19-6-2002 and will remain undisturbed
32.	Shri Sanjit Rodrigues	09-01-1998	D	15-07-1971	-do- Promoted to Senior Scale
33.	Shri J. B. Bhingui	22-01-1997	P	25-04-1955	-do- Promoted to Senior Scale
34.	Shri Damodar B. Shanke	09-01-1998	D	10-05-1961	-do- Promoted to Senior Scale
35.	Shri Sanjiv M. Gadkar	09-01-1998	D	14-02-1973	-do- Promoted to Senior Scale
36.	Shri Yetindra M. Maralkar	09-01-1998	D	05-10-1970	-do- Promoted to Senior Scale
37.	Shri Y. S. Pai Bir	22-01-1997	P	20-06-1946	-do- Retired
38.	Smt. Madhura Naik	22-01-1997	P	30-04-1957	-do- Smt. Madhura Naik was terminated from services vide Order dated 05-02-2004 and after taking an undertaking she was re-instated in service as fresh appointee vide Order dated 18-08-2006. Hence, her position at Sr. No. 38 may be considered as deleted and Smt. Naik is given fresh position at Sr. No.120 in Memorandum dated 24-06-2014.
39.	Shri Ashok N. P. Desai	22-01-1997	P	10-10-1947	-do- Retired
40.	Shri Gopalkrishna Padgaonkar	22-01-1997	P	11-01-1951	-do- Promoted to Senior Scale/Retired
41.	Kum. Yvoane Cunha	22-01-1997	P	-----	-do- Retired
42.	Shri A. Mascarenhas	22-01-1997	P	05-05-1946	-do- Retired
43.	Shri M. B. Kumthekar	22-01-1997	P	05-09-1953	-do- Promoted to Senior Scale/Retired
44.	Shri Cipriano Fernandes	22-01-1997	P	16-09-1949	-do- Retired
45.	Shri Melvyn Vaz	09-01-1998	D	09-03-1966	-do- Promoted to Senior Scale
46.	Shri Ashok Korgaonkar	22-01-1997	P	24-05-1947	-do- Retired
47.	Shri Prabhu A. Kenaudekar	22-01-1997	P	10-10-1946	-do- Retired
48.	Shri C. L. Malgaonkar	22-01-1997	P	01-10-1946	-do- Retired

1	2	3	4	5	6	
49.	Kum. Margaret A. Fernandes	09-01-1998	D	18-07-1960	Seniority in Junior Scale stands finalized vide Office Memorandum No. 5-7-99-PER (Vol. I) dated 19-6-2002 and will remain undisturbed	Promoted to Senior Scale
50.	Shri Vinesh Arlekar	09-01-1998	D	07-10-1965	-do-	Promoted to Senior Scale

By order and in the name of the Governor of Goa.

Umeshchandra L. Joshi, Under Secretary (Personnel-I).

Porvorim, 19th August, 2014.

Department of Public Health

Order

No. 45/4/2008-I/PHD

On the recommendation of the Local Departmental Promotion Committee, Government is pleased to promote the following Health Officers under the Directorate of Health Services to the posts of Chief Medical Officers on ad hoc basis in the pay scale of Rs. 15,600-39,100+ Grade Pay Rs.6,600/- under PB-3 with pay protection as per rules under the Directorate of Health Services with immediate effect for an initial period of one year or till the vacancies are filled on regular basis, whichever is earlier and post them as shown below:-

Sr. No.	Name of the Health Officers	Posted on promotion
1	2	3
1.	Dr. Rupa Naik	District Immunization Officer under District Immunization Programme.
2.	Dr. Chandrakant Parab	National Leprosy Eradication Programme and shall also look after STD Programme thereby relieving Dr. Geeta Kakodkar.

The above ad hoc appointment will not bestow on the promoted officers any claim for regular

appointments nor the service rendered on ad hoc basis in the grade will not count for the purpose of seniority in that Grade for eligibility for promotion to the next higher grade.

The senior most Medical Officer from Primary Health Centre, Quepem and Primary Health Centre, Pernem respectively shall look after the work of above promoted Health Officers in addition to their own duties with immediate effect until further orders.

Consequently, Dr. Geeta Kakodkar, Chief Medical Officer, working at STD Programme is hereby transferred and posted at National Non-Communicable Disease Control Programme and shall also look after the duties of National Blindness Control Programme in addition to her own duties with immediate effect.

By order and in the name of the Governor of Goa.

D. G. Sardesai, Addl. Secretary (Health).

Porvorim, 13th August, 2014.

Order

No. 38/197/2014-I/PHD

Government is pleased to accept the resignation tendered by Dr. Sunil Shyam alias Shyamba Gaude, Medical Officer, Hospicio Hospital, Margao under

Directorate of Health Services w.e.f. 08-07-2014. He stands relieved from the post of Medical Officer under Directorate of Health Services w.e.f. 08-07-2014 (b.n.)

By order and in the name of the Governor of Goa.

Maria Seomara Desouza, Under Secretary (Health-II).

Porvorim, 25th August, 2014.

Order

No. 24/9/2006-I/PHD

Read: Order No. 24/9/2006-I/PHD dated 26-06-2013.

Government is pleased to extend the contractual appointment of the following Ten Homoeopathic Physicians under Directorate of Health Services for further period of one year shown against their names on the same terms and conditions contained in the agreement executed by them with the Government.

1. Dr. Indira Noronha 09-06-2014 to 08-06-2015
(Primary Health Centre-Candolim, Goa).
2. Dr. Elizabeth F. V. Lacerda 07-06-2014 to 06-06-2015
(Urban Health Centre-Margao, Goa).
3. Dr. Rupali Vernekar 06-06-2014 to 05-06-2015
(Primary Health Centre-Aldona, Goa).
4. Dr. Vijayalaxmi Deepak Desai 09-06-2014 to 08-06-2015
(Primary Health Centre-Balli, Goa).
5. Dr. Domnic Maurilo D'Souza 09-06-2014 to 08-06-2015
(Primary Health Centre-Cortalim, Goa).
6. Dr. Swati Vishwanath Desai 10-06-2014 to 09-06-2015
(Community Health Centre-Valpoi, Goa).
7. Dr. Pallavi M. Kanekar 09-06-2014 to 08-06-2015
(Primary Health Centre-Sanquelim, Goa).
8. Dr. Reena Sandeep Parab 10-06-2014 to 09-06-2015
(Community Health Centre-Ponda, Goa).
9. Dr. Marilyn D. T. V. Teles 11-06-2014 to 10-06-2015
(Primary Health Centre-Quepem, Goa).

10. Dr. Sprandhan Desai 19-06-2014 to 18-06-2015
(Community Health Centre-Canacona, Goa).

This is issued with the concurrence of the Finance (Bud.) Department vide their U. O. No. 1413508 dated 30-07-2014 and pending Cabinet approval.

By order and in the name of the Governor of Goa.

D. G. Sardessai, Addl. Secretary (Health).

Porvorim, 26th August, 2014.

Department of Tourism

Order

No. 1/14(141)/14-DT/1594

In exercise of the powers conferred under sub-sections (1) and (2) of Section 5 of the Right to Information Act, 2005 (Central Act No. 22 of 2005) hereinafter referred to as the said Act and in modification of earlier orders in this regard, Shri Jose Roque Gracias Flor is hereby designated as Public Information Officer in North Zone Office in addition to Public Information Officer in Head Office, Panaji with immediate effect.

Nikhil U. Desai, Director & Joint Secretary, (Tourism).

Panaji, 22nd August, 2014.

Department of Transport

Directorate of Transport

Order

No. D. Tpt/EST/285-III/2014/2864

Read: (1) Order No. D. Tpt/EST/285-II/2013/126 dated 09-01-2013.

(2) Order No. D. Tpt/EST/285-II/2013/2893 dated 08-08-2013.

(3) Order No. D. Tpt/EST/285-III/2014/1878 dated 28-05-2014.

Ex post facto approval of the Government is granted for the extension of the ad hoc promotion of Shri Uday T. Gauns to the post of Assistant Director of Transport in S.T. Category for a further period of six months w.e.f. 09-07-2014 to

08-01-2015 subject to the condition that a proposal for regular promotion is furnished before expiry of the extended period. The extension may strictly be treated as a final one and no further request for extension will be considered unless a proposal for filling up the post of A.D.T. on regular basis is received much before the expiry of the extended period i.e. 08-01-2015.

This is issued with the approval of the Government and concurrence of Goa Public Service Commission conveyed vide letter No. COM/II/11/49(1)/2011/805 dated 07-08-2014.

By order and in the name of the Governor of Goa.

Arun L. Desai, Director & ex officio Addl. Secretary (Tpt.).

Panaji, 13th August, 2014.

Order

No. D. Tpt/EST/285-III/2014/2865

Read: (1) Order No. D. Tpt/EST/285-II/2013/126 dated 09-01-2013.

(2) Order No. D. Tpt/EST/285-II/2013/2893 dated 08-08-2013.

(3) Order No. D. Tpt/EST/285-III/2014/1878 dated 28-05-2014.

Ex post facto approval of the Government is granted for the extension of the ad hoc promotion of Shri Meghashyam Pilankar to the post of Assistant Director of Transport in General

Category for a further period of six months w.e.f. 09-07-2014 to 08-01-2015.

This is issued with the approval of the Government and concurrence of Goa Public Service Commission conveyed vide letter No. COM/II/11/49(1)/2011/805 dated 07-08-2014.

By order and in the name of the Governor of Goa.

Arun L. Desai, Director & ex officio Addl. Secretary (Tpt.).

Panaji, 21st August, 2014.

Notification

No. 5/9/90-Tpt/2014/2980

In exercise of powers conferred by Clause (xii) of sub-rule (1) of Rule 22 of the Goa, Daman and Diu Motor Vehicles Tax Rules, 1974, the Government of Goa hereby exempts New Vehicle Mahindra Bolero XL 2 WD 7 STR bearing Chassis No. MA1WG2GHKE6F44873 and Engine No. GHE4E58717 of model June 2014 owned by St. Anthony's Institute & Orphanage, next to Duler Petrol Pump, Mapusa, Bardez-Goa, from payment of tax due to this State, being a Charitable Institution.

By order and in the name of the Governor of Goa.

Arun L. Desai, Director & ex officio Addl. Secretary (Tpt.).

Panaji, 21st August, 2014.

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